

**WARNING:** ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.

# NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

## ***BALDWIN LANE SIDEWALK PROJECT***

***From 400' west of Maple Lane to Creekside Lane***

### ***Federally Funded Project:***

**LENGTH:** 0.55 MILES

**WORK ORDER:** H15029

**AREA:** Big Bear Lake

**ROAD NO.:** Baldwin Lane 151100-010

For use in connection with the following publication of the State of California, Department of Transportation:

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015 & 2018, including the 2015 Revised Standard Plans (Revisions through 2017), & 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

***SAN BERNARDINO COUNTY  
DEPARTMENT OF PUBLIC WORKS***

***-- TRANSPORTATION --***



**The Notice to Bidders and Special Provisions, prepared for  
construction on**

***BALDWIN LANE SIDEWALK PROJECT***

***From 400' west of Maple Lane to Creekside Lane***

**LENGTH: 0.55 MILES  
WORK ORDER: H15029  
AREA: Big Bear Lake  
ROAD NO.: Baldwin Lane 151100-010**

have been recommended for approval under the direction of the following:



**Brendon Biggs, M.S., P.E.  
Director of Public Works**

3/16/22

**Date:**

have been prepared by or under the direction of the following Registered Engineers:



**Chris Nguyen, P.E.  
Interim Engineering Manager**

**Date:**

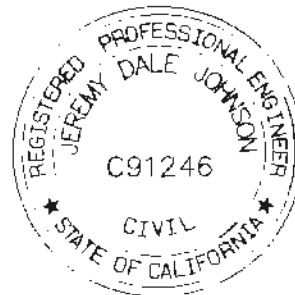
3/10/2022



**Jeremy Dale Johnson, P.E.  
Engineering Manager, Traffic Division**

**Date:**

3/10/2022



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## NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that the Board of Supervisors of the San Bernardino County, State of California, will receive sealed proposals until

**10:00 A.M., THURSDAY, XXXXXXXX XX, 20XX**

in the building of:

San Bernardino County Department of Public Works  
Front Reception Desk  
825 East 3<sup>rd</sup> Street  
San Bernardino, CA 92415-0835

**PLEASE NOTE:** All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, please see <http://www.dir.ca.gov/Public-Works/18854.html>.

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (however, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time) or in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video and teleconference via Zoom.com using meeting ID 765-959-0976. See the flyer available under the bid posting on ePRO for further login information for the following project:

### **BALDWIN LANE SIDEWALK PROJECT** **From 400' west of Maple Lane to Creekside Lane**

**LENGTH:** 0.55 MILES

**W.O.:** H15029

**AREA:** Big Bear Lake

**ROAD NO.:** Baldwin Lane 151100-010

The work, in general, consists of removing existing traffic stripe, concrete, asphalt concrete, and planing, grading, placing asphalt concrete, constructing concrete curb, curb and gutter, concrete sidewalk, ADA curb ramps and asphalt dike; milling and overlaying hot mix asphalt; adjusting frame and cover to grade; reset road signs, painting traffic stripes and pavement markings, and doing other work appurtenant thereto.

This project requires a **Class A or C12** contractor's license issued by the California Contractors State Licensing Board. The Contractor must maintain this license from contract award through contract acceptance. All contractors, including any out-of-state

contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

**The Contractor's attention is directed to the requirements of the Special Provisions regarding the San Bernardino County Equal Employment Opportunity Program and, in particular the Federal Requirements to provide a good faith effort to comply with Section 3 of the Housing and Urban Development Act of 1968. A Section 3 form must be completed for projects over \$100,000. This form is found in "Federal Requirements Attachment D," (Yellow Pages) of the Special Provisions.**

\*\*\*\*\*

#### **SPECIAL NOTICE**

Attention is directed to the requirements of the Special Provisions regarding the San Bernardino County Equal Employment Opportunity Program, Emerging Small Business Enterprise (ESBE) Program, and, in particular the Federal Requirements to provide a good faith effort to comply with Section 3 of the Housing and Urban Development Act of 1968. A Section 3 form must be completed for projects over \$100,000. This form is found in "Federal Requirements – Attachment D," (Yellow Pages) of the Special Provisions.

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**A non-mandatory pre-bid meeting is scheduled for**

**10:00 A.M., WEDNESDAY, XXX, XXX XX, 20XX**

To be held via video and teleconference via [global.com](https://global.com) using meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further information. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting. **All bidders and interested small businesses are encouraged to attend this meeting.**

**This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities.** Bidder's attendance at this meeting is not mandatory, but bidders are encouraged to attend this meeting.

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE SAN BERNARDINO COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.**

Bidders shall be prepared in accordance with these Special Provisions and the following:

1. California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015 & 2018, including the 2015 Revised Standard Plans (Revisions through 2017), & 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in these Special Provisions.

3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the Department of Public Works located at 825 East 3<sup>rd</sup> Street, Room 147, San Bernardino, California or at the following website: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

The bids must also be accompanied by cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County in the amount of at least ten percent of the amount of the bid given as a guarantee that the bidder will enter into a contract. The contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificate of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

The Engineer will issue two (2) Notices to Proceed, the first being a Notice to Proceed with Submittals, and the second being a Notice to Proceed with Construction. The contractor shall begin construction work **within 15 days** after the Notice to Proceed with Construction (excluding Saturday, Sunday, and holidays). Pursuant to Section 1-1.07, "DEFINITIONS", of the Standard Specifications, "day" means **"24 consecutive hours running from midnight to midnight; calendar day"**.

The Plans and Special Provisions may be obtained by interested parties direct or by mail at the following:

San Bernardino County Department of Public Works  
Contracts Division  
825 East 3<sup>rd</sup> Street, Room 147  
San Bernardino, CA 92415-0835  
8:00 a.m. until noon, and 1:00 p.m. until 5:00 p.m.  
Monday through Friday with the following exceptions:

The office will be closed on December 23, 24, 30 and 31, 20XX, and on January 1, 20XX.

Upon payment as follows: **Plans (CD) and Special Provisions (CD)** \$8.00 per set or **Special Provisions (Hard Copy)** \$20.00 per copy. Mailing fees: Actual cost.

**Bid Documents are also available at no cost to the bidder in ePro.**

With the purchase, return address must be furnished which the purchaser thereby agrees is sufficient to reach him/her. Please note that, upon payment of the purchase price, the purchased copy of the plans and Special Provisions become the property of the purchaser and are not to be returned to the County for refund.

**QUESTIONS:** Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **5:00 P.M. on FRIDAY, XXXXXXXX XX, 20XX.**

**BONDS:** The successful bidder will be required to furnish a Labor and Materials Bond and a Faithful Performance Bond, each in a penal sum equal to one hundred percent of the contract price.

Notice is hereby given that the successful bidder who is awarded the contract may avail itself to Public Contract Code section 22300 which allows substitute securities to be deposited in lieu of retention payments withheld to insure performance.

**ePRO:** Attention is directed to Section 2, "Proposal Requirements and Conditions" regarding the San Bernardino County's Electronic Procurement Network (ePro) system. THIS SYSTEM REQUIRES NEW REGISTRATION FOR ALL VENDORS DOING BUSINESS WITH THE COUNTY.

**EQUAL EMPLOYMENT OPPORTUNITY:** During the term of the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

This contract is subject to the State of California contract nondiscrimination and compliance requirements pursuant to Government Code section 12990.

**EMERGING SMALL BUSINESS ENTERPRISE PROGRAM:** Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the Department of Public Works, Contracts Division at (909) 387-7920.

**CONFLICT OF INTEREST AND FORMER COUNTY OFFICIALS:** Attention is directed to the Conflict of Interest and Former County Officials requirements in the special provisions.

**REPORT BID RIGGING:** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 24-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

**PREVAILING WAGES:** Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the **Federal Minimum Wages** included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of

the Special Provisions for the project.

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

This is a federally-funded project. Funding sources may include Community Development Block Grant (CDBG) funds, Neighborhood Stabilization Program (NSP) funds or HOME funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor, all subcontractors and all lower-tier subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than the minimum wage classification, as specified in both the Federal and State Wage Decision for this project when the Contract amount for the prime contract exceeds \$2,000. Those wages are determined pursuant to the Davis-Bacon Act (40 USC 276-277) (29 CFR, Part 5.0) and related Federal Acts, as applicable and as pursuant to the State of California Labor Code Section 1720 *et seq.* and implementing regulations of the State of California Department of Industrial Relations. The higher of the two applicable wage classifications, either Davis-Bacon Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract. The prime contractor is responsible for ensuring all contractor(s) and lower-tier subcontractor(s) compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards (HUD form 4010) apply to this project and can be found in "Federal Requirements - Attachment D" of the Special Provisions (Yellow Pages) for the project.

Copies of the prevailing wage rates are on file at the Office of Department of Public Works and shall be made available to any interested party on request. A copy of the determination of the director of prevailing rates of per diem wages shall be posted at each job site.

Information regarding the current federal minimum wages can be obtained through the State of California Department of Transportation, Local Assistance Department or on the Internet at:

**<http://www.gpo.gov/davisbacon/ca.html>**.

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so required. In such cases, the State Contract Act will govern.

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only

under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.5 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (c) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work

contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1725.5 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000) or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

**Regardless of the project's funding source, one original certified payroll report (in paper format) must be submitted weekly to the Contracts Division at 825 East Third Street, Room 147, San Bernardino, CA 92415-0835.** Another certified payroll

report must be submitted weekly in electronic format through the internet-based LCPtracker reporting system (see Yellow Pages for more information). Payment(s) of invoice(s) for this project may be delayed when certified payrolls are not submitted weekly. The Department of Public Works shall make progress payments on any properly completed payment request submitted by the prime contractor. The payment request shall not be deemed properly completed unless all certified payroll reports for the project are submitted in both paper format and in electronic format through LCPtracker, and have been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.



**LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED**

**CONCRETE:** Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

**IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq., (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):** In accordance with Public Contract Code section 2204(a), the bidder certifies that at the time the bid is submitted, the bidder signing the bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (b) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

**CARGO PREFERENCE ACT:** This project is subject to the Cargo Preference Act requirements.

The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for any bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the resulting contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20001.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the resulting contract.

**PAYMENT BY ELECTRONIC FUND TRANSFER:** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**BRENDON BIGGS, P.E., DIRECTOR**  
DEPARTMENT OF PUBLIC WORKS

By:   
**ANDY SILAO, P.E., Chief**  
Contracts Division

DATE:

**SAN BERNARDINO COUNTY  
SPECIAL PROVISIONS FOR CONSTRUCTION ON  
  
BALDWIN LANE SIDEWALK PROJECT  
From 400' west of Maple Lane to Creekside Lane**

**Federal-aid Project:**

**LENGTH:** 0.55 MILES  
**WORK ORDER:** H15029  
**AREA:** Big Bear Lake  
**ROAD NO.:** Baldwin Lane 151100-010

**ORGANIZATION**

Special provisions are under headings that correspond with the main-section headings of the Caltrans Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications.

\*\*\*\*\*  
**DIVISION I GENERAL PROVISIONS  
1 GENERAL**

**Add the following paragraph to section 1-1.01, "GENERAL":**

The Notice to Bidder incorporated into these Special Provisions by this reference.

**Add the following paragraphs to section 1-1.01, "GENERAL":**

The work embraced herein shall be done in accordance with:

- 1) California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 27, 2017), unless specified otherwise in these Special Provisions.
- 2) Caltrans Standard Plans dated 2015 & 2018, including the 2015 Revised Standard Plans (Revisions through 2017), & 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in these Special Provisions.
- 3) Project Plans and these Special Provisions.
- 4) The Contract.
- 5) All other documents identified in the Contract.

Both the Standard Specifications and the Standard Plans are published by the State of California, Department of Transportation (Caltrans) and may be reviewed at the following website: [http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html).

In case of a conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Whenever in these Special Provisions the term section is used in an introductory instruction, it shall be understood to mean and refer to the section of the Standard Specifications unless otherwise specified. The special provision introductory instructions begin with the words "Delete," "Replace," or "Add," and appear as bold text, centered in the page.

**Add the following paragraphs to section 1-1.7B, "Glossary":**

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

1. Department – The San Bernardino County.
2. Office Engineer, Engineer or Director – The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
3. Attorney General – The San Bernardino County Board of Supervisors.
4. Laboratory – Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
5. Liquidated Damages – In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
6. Engineer's Estimate – The lists of estimated quantities of work to be performed as contained in the contract documents.
7. State - The San Bernardino County.
8. Section 3 – Section 3 of the Housing and Urban Development Act of 1968. A Section 3 business is at least 51% owned by a low-income person, or 2) has a workforce comprised of at least 30% low-income persons, or 3) subcontracts at least 25% of its work to Section 3 businesses. Bidders bidding on contracts greater than \$100,000 that are federally-assisted through the U.S. Department of Housing and Urban Development (HUD) must show a good faith effort to become a Section 3 business. Refer to the Section 3 clause in "Federal Requirements - Attachment D" of the bid package for additional information (Yellow Pages).
9. Awarding Authority - Means the authorized body or officer that awarded the public works contract.

10. CDH – Refers to the County Department of Community Development and Housing that administers the Community Development Block Grant (CDBG) federal grant program.
11. Consultant - Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
12. Contract - Means an agreement between two parties consisting of an offer and acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
13. Contractor - Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
14. Minority – Means the same as defined in Public Contract Code section 2051.
15. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 21 of the CFR.
16. Procurement - Includes the acquisition of material, supplies, goods, equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
17. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
18. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
19. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unilateral, or one signature in nature, subject to performance by a vendor to form a contractual obligation.
20. Purchasing Agent - Means the Director of the Purchasing Department.
21. Bidder/Proposer - Means any person or entity making an offer or proposal to provide goods and/or services to the County.
22. Negotiation - Means to carry on business or to confer with another so as to arrive at the settlement of some matter.
23. Subcontractor - Means an individual or business firm contracting to perform part or all of another's contract.
24. Bid Item List - Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.
25. Bid List - Means the Proposal pages starting on P-1 of these Special Provisions.
26. Estimated Cost – Is the estimated cost of the project.
27. Holiday – Holidays shown in the following table:

### Holidays

| Holiday                             | Date observed              |
|-------------------------------------|----------------------------|
| Every Sunday                        | Every Sunday               |
| New Year's Day                      | January 1st                |
| Birthday of Martin Luther King, Jr. | 3rd Monday in January      |
| Washington's Birthday               | 3rd Monday in February     |
| Memorial Day                        | Last Monday in May         |
| Independence Day                    | July 4th                   |
| Labor Day                           | 1st Monday in September    |
| Columbus Day                        | 2nd Monday in October      |
| Veterans Day                        | November 11th              |
| Thanksgiving Day                    | 4th Thursday in November   |
| Day after Thanksgiving Day          | Day after Thanksgiving Day |
| Christmas Day Eve                   | December 24th              |
| Christmas Day                       | December 25th              |
| New Year's Day Eve                  | December 31st              |

If a holiday falls on a Sunday the next weekday that is not a holiday will be taken as a holiday.

If a holiday falls on a Saturday the previous weekday that is not a holiday will be taken as a holiday.

28. Informal-bid contract – Means a contract that has an Informal Bid Authorized by Public Contract Code section 22032(b)" on the cover of the *Notice to Bidders and Special Provisions*.
29. Labor Surcharge and Equipment Rental Rates – Means Caltrans publication that lists labor surcharge and equipment rental rates.
30. Offices of Structure Design or OSD means the Engineer.
31. "Labor Compliance Office of the district" or "Labor Compliance Office" means the Department's Contracts Division.
32. Business Day – Day on the calendar except a Saturday, Sunday and a holiday.
33. Working Day – This definition is the same as that provided in the Standard Specifications except for the exclusion in subsection 2.1 of the definition of "working day" found in section 1-1.07B, "Glossary," which is revised to state "Saturday, Sunday and a holiday."
34. Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, "Definitions and Terms," of the Standard Specifications.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, "General," of the Standard Specifications. In the event of a conflict between the above terms and definitions and the terms and definitions identified in the Standard Specifications, the terms and definitions used in these Special Provisions shall control. Pursuant to section 1-1.07, "DEFINITIONS," of the Standard Specifications, unless otherwise noted as a "working day" or "business day," "day" in these Special Provisions means "24 consecutive hours running from midnight to midnight; calendar day."



**Replace section 2-1.06B, "Supplemental Project Information," with:**

**2-1.06B Supplemental Project Information**

The County makes supplemental information available as specified in these Special Provisions.

If supplemental project information is available for inspection, bidders may view it by phoning in a request. The Contracts Division phone number is (909) 387-7920. Make your request at least 7 days before viewing. Include in your request:

1. Project title
2. Work order number
3. Viewing date
4. Contact information, including telephone number

The supplemental information may be available to interested parties at the following address:

San Bernardino County Department of Public Works  
Contracts Division  
825 East 3<sup>rd</sup> Street, Room 111  
San Bernardino, CA 92415-0831

**Replace section 2-1.10, "SUBCONTRACTOR LIST," with:**

**2-1.10 SUBCONTRACTOR LIST**

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations public works contractor registration number.
4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

**Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES."**

**Delete section 2-1.16, "SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES."**

**Delete section 2-1.27, "CALIFORNIA COMPANIES."**

**Delete section 2-1.31, "OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS."**

**Add the following paragraphs to section 2-1.33, "BID DOCUMENT COMPLETION AND SUBMITTAL":**

**ePro**

Bids must be received by the designated date and time. An electronic bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through

ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. **All bidders must register with the ePro system prior to the date and time to receive the bid or they will be disqualified. Late or incomplete bids will be considered non responsive.** A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project). System-related issues in ePro shall be directed to Vendor Support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3<sup>rd</sup> Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.**

#### **REQUIRED LISTING OF SUBCONTRACTORS**

A sheet for listing the subcontractors, as required herein is included in the Proposal.

#### **FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds or other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. **Standard Form LLL, "Disclosure of Lobbying Activities,"** with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.



The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**Delete section 2-1.33A, "General."**

**Delete section 2-1.33B, "Bid Form Submittal Schedules."**

**Replace section 2-1.34, "BIDDER'S SECURITY," with:**

#### **2-1.34 PROPOSAL GUARANTY**

- All bids/proposals shall be presented either under sealed cover or submitted through the San Bernardino County Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:
  - Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County.
- The security shall be in an amount equal to at least 10 percent of the amount of bid. A bid / proposal will not be considered unless it is accompanied by one of the forms of bidder's security, in accordance with what is stated below.
- The bidder's bond shall conform to the bond form labeled as "Bid Bond" in the "Proposal" section of these Special Provisions, and shall be properly filled out and executed. The "Bid Bond" form provided in the "Proposal" section of these Special Provisions may be used. Upon request, copies of the "Bid Bond" forms may be obtained from the Department.

If the bid is submitted through the ePro, bidder shall scan the bid security (bid bond) and submit the scanned copy with the bid submittal in ePro. **In addition, bidder shall mail or submit in person the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to the Department of Public Works, 825 E. 3<sup>rd</sup> Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

**Any bid/proposal that fails to include an original paper submission of the bidder's security in a separately sealed mailed or otherwise submitted envelope shall be considered nonresponsive.** Bidder's attention is directed to Section 2-1.33, "ePro," of these Special Provisions for further details.

**Delete the 1st paragraph of section 2-1.40, "BID WITHDRAWAL."**

**Replace section 2-1.43, "BID OPENING," with:**

**2-1.43 PUBLIC OPENING OF THE BID**

Bids (both paper and ePro) will be opened and read aloud publicly at the place and time set for the opening of bids in the Notice to Bidders or as revised in an Addendum. All bids submitted to the Public Works Department in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Public Works Department for all bidders to view.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsiveness in the event it is the apparent low bidder on future public works contracts.

**Replace any references in section 2-1.46, "DEPARTMENT'S DECISION ON BID," to "Department" with "Board of Supervisors (or if informally bid, with the Chief Executive Officer)."**

**Add the following paragraphs to section 2-1.46, "DEPARTMENT'S DECISION ON BID":**  
**Proposals shall be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected if there are erasures or irregularities of any kind.**

**Bidders that fail to include an executed Noncollusion Declaration shall be considered nonresponsive.**

**Replace section 2-1.47, "BID RELIEF," with:**

**2-1.47 BID RELIEF**

The County may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Department.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

**3 CONTRACT AWARD AND EXECUTION**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning the Contract Award and Execution.

**Delete 1st and 3rd paragraph of section 3-1.02A, "General."**

**Replace 3-1.02B, "Tied Bids," with:**

**3-1.02B Tied Bids**

The Department breaks a tied bid with a coin toss.

**Add the following paragraph to section 3-1.03, "CONTRACTOR REGISTRATION":**

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Profession Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following applies:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of

paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 255.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work

performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

**Regardless of the project's funding source, one original certified payroll report (in paper format) must be submitted weekly to the Contracts Division at 825 East Third Street, Room 147, San Bernardino, CA 92415-0835.** Another certified payroll report must be submitted weekly in electronic format through the internet-based LCPTracker reporting system (see Yellow Pages for more information). Payment(s) and invoice(s) for this project may be delayed when certified payrolls are not submitted weekly. The Department of Public Works shall make progress payments on any properly completed payment request submitted by the prime contractor. The payment request shall not be deemed properly completed unless all certified payroll reports for the project are submitted in both paper format and in electronic format through LCPTracker, and have been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

**LABOR CODE REQUIREMENTS FOR ENTITIES HAULING AND DELIVERING READY-MIXED CONCRETE:** Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

**Replace section 3-1.0 "CONTRACT AWARD," with:**

### **3-1.04 CONTRACT AWARD**

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be made within 60 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

**Bid Protest:** Any bidder submitting a bid to the County for this Project may file a protest of the County's proposed award of the contract for this Project, provided that each and all of the following are complied with:

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works, 825 East Third Street., Room 147, San Bernardino, CA, 92415 **before 4:00 p.m. of the sixth (6<sup>th</sup>) business day following the bid opening.** Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by

competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings regarding the bid protest. The Department Director's decision shall be final, unless overturned by the Board of Supervisors.

**Replace section 3-1.05, "CONTRACT BONDS (Pub Cont Code §§ 10221 AND 10222), with:**

### **3-1.05 CONTRACT BONDS**

Both the payment bond and the performance bond shall be in a sum equal to the total contract amount. The bond provider must be an admitted surety insurer (Code of Civil Procedure section 995.311) authorized to do business in the State of California.

**Delete section 3-1.07, "INSURANCE POLICIES."**

**Delete section 3-1.08, "SMALL BUSINESS PARTICIPATION REPORT."**

**Delete section 3-1.11, "PAYEE DATA RECORD."**

**Delete section 3-1.13, "FORM FHWA-1273."**

**Replace section 3-1.18, "CONTRACT EXECUTION," with:**

### **3-1.18 CONTRACT EXECUTION**

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filed out appropriately and signed by the successful bidder and returned within 10 days (excluding Saturday, Sunday and holidays) after receiving those documents for execution.

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the County a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

**Add section 3-1.20, "DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER," which reads:**

### **3-1.20 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER**

The successful bidder must provide the Department a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the San Bernardino County will not approve the contract.

**Add section 3-1.21, "CONFLICT OF INTEREST," which reads:**

#### **3-1.21 CONFLICT OF INTEREST**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**Add section 3-1.22, "FORMER COUNTY OFFICIALS," which reads:**

#### **3-1.22 FORMER COUNTY OFFICIALS**

Contractor must provide information on former San Bernardino County Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business.

This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**Failure to provide this information may result in the proposal being deemed non-responsive.**

**Add section 3-1.23, "SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES," which reads:**

#### **3-1.23 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM AND TITLE VI ASSURANCES**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and



regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

## **TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to in this section as Contractor) agrees as follows:

(1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this section as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Contractor, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or the United States Department of Transportation Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event

Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Add section 3-1.24, "REFERENCE CHECKS," which reads**

### **3-1.24 REFERENCE CHECKS**

Reference checks may be performed on the apparent low bidder, and if performed, the apparent low bidder shall be required to submit a list of references upon request.

**Add section 3-1.25, "IRAN CONTRACTING ACT OF 2010," which reads:**

### **3-1.25 IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or more):**

In accordance with Public Contract Code section 2204(a), Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

**Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.**

\*\*\*\*\*

## **4 SCOPE OF WORK**

**Add the following paragraph to Section 4-1.03, "WORK DESCRIPTION":**

The work, in general, consists of removing existing traffic stripe, concrete, asphalt concrete, cold planing, grading, placing asphalt concrete, constructing concrete curb, curb and gutter, concrete sidewalk, ADA curb ramps and asphalt dike; milling and overlaying hot mix asphalt; adjusting frame and cover to grade; reset road signs, painting traffic stripes and pavement markings, and doing other work appurtenant thereto.

**Replace section 4-1.06A, "General," with:**

### **4-1.06A General**

#### **1. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific

differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

***b. Suspensions of Work Ordered by the Engineer***

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the contractor's control and not the fault of the contractor, its suppliers, or subcontractors or any approved subcontractors, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

***c. Significant Changes in the Character of Work***

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the

adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction.
  - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**Replace "Change Order" at each occurrence in section 4-1.05, "CHANGES AND EXTRA WORK," with "Change Order or Contract Amendments."**

**Delete section 4-1.07, "VALUE ENGINEERING."**

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#### **CONTROL OF WORK**

**Delete the phrase "including VECS" at the end of item 1.1 in the 7th paragraph of section 5-1.09A, "General."**

**Add to section 5-1.09A, "General," the following paragraphs:**

The San Bernardino County will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The County's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Further, nothing contained in this provision shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party

have the rights, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

**Replace section 5-1.12, "ASSIGNMENT," with:**

## **5-1.12 ASSIGNMENT**

The performance of the Contract or any Contract part may be assigned only with prior written consent from the County. To request consent, submit your request in writing to the Department Engineer. The County does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

If you assign the right to receive Contract payments, the County accepts the assignment upon the Engineer's receipt of a written request. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

**Add to section 5-1.13A, "General," the following paragraphs:**

Contractor must comply with section 5-1.13, "Subcontracting" of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, D-U-N-S Number, Equal Employment Opportunity Program, Conflict Of Interest, And Former County Officials" of these Special Provisions.

Each subcontract must comply with the Contract and any lower tier subcontract that may in turn be made must comply with the Contract, including but not limited to Section 7, "Legal Relations and Responsibility to the Public," of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at:

[http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

**Delete section 5-1.13C, "Disabled Veteran Business Enterprises."**

**Delete section 5-1.13D, "Non-Small Businesses."**

**Add the following paragraphs to section 5-1.20B(1), "General":**

Any of the PLACs are included in these Special Provisions.

The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel (if applicable), or personnel from another state, federal, or local agency upon request.

CDFW personnel may enter the project site at any time to verify compliance with the Agreement (if applicable).

**Replace the phrase “3. Structure name and number, if any” in section 5-1.23A, “General,” with “Project name, structure or road number.”**

**Delete all of the paragraphs in section 5-1.27E, “Change Order Bills,” with the exception of the 1st paragraph.**

**Add the following paragraphs to section 5-1.36A, “General”:**

Wherever work requires removing materials, the work and the unit price includes hauling and disposing of the materials outside of the project limits unless salvaging or incorporating the materials into the final work is described.

#### **High Risk Facility Notification:**

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

**Replace 2nd paragraph of section 5-1.36A, “General,” with:**

Contractor must notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) at 811 or 1-800-422-4133

**Add the following paragraphs to section 5-1.36C(1), “General”:**

Attention is directed to Section 5-1.36C, "Non-Highway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at

pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert of Southern California (USA) 1-800-227-2600

**Attention is directed to other obstructions as follows:**

**AGENCY CONTACTS**

The following utility/municipal agencies have facilities within the limits of the subject project:

| <b><u>AGENCY</u></b>                             | <b><u>CONTACT</u></b>                                                                                                                                                                          | <b><u>ADDRESS / PHONE / CELL</u></b>                                                                          |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Bear Valley Electric Service                     |                                                                                                                                                                                                | 2020 Garstin Drive<br>Big Bear Lake, CA 92315<br>(909) 866-4678 ext. 144                                      |
| Big Bear City<br>Community Services District     | Jerry Griffith – Water Supt.<br><a href="mailto:jgriffith@bbccsd.org">jgriffith@bbccsd.org</a><br><br>Nathan Zamora – Sewer Supt<br><a href="mailto:nzamora@bbccsd.org">nzamora@bbccsd.org</a> | P. O. Box 558<br>Big Bear City, CA 92314<br>(909) 585-2565 / (909) 936-3372<br><br>(909) 584-4007 (Nathan)    |
| City of Big Bear Lake<br>Dept of Water and Power | Steve Wilson<br><a href="mailto:swilson@bbldwp.com">swilson@bbldwp.com</a>                                                                                                                     | P. O. Box 1929<br>Big Bear Lake, CA 92315<br>(909) 866-5050                                                   |
| Frontier Communications                          | Jon Mejia<br><a href="mailto:Jonathan.mejia@ftr.com">Jonathan.mejia@ftr.com</a>                                                                                                                | 16071 Mojave Drive, Bldg A<br>Victorville, CA 92395<br>(760) 338-8762<br><br><b>Emergency: (800) 921-8101</b> |
| Southwest Gas Corporation                        | Phillip Petteruto<br><a href="mailto:Phillip.petteruto@swgas.com">Phillip.petteruto@swgas.com</a>                                                                                              | 140 Business Center Dr, 13A-002<br>Big Bear Lake, CA 92315<br>(909) 366-4869 / (760) 964-8381                 |
| Spectrum                                         | Keith Klump<br><a href="mailto:Keith.klump@charter.com">Keith.klump@charter.com</a>                                                                                                            | 7337 Central Avenue<br>Riverside, CA 92504<br>(951) 406-1666                                                  |

The initial written utility notification and preliminary plans were sent to utility agencies on October 23, 2019, and contact has continued at various times since.

## UTILITY RELOCATIONS

The following utilities will be relocated:

| <u>AGENCY</u>     | <u>APPROXIMATE LOCATION</u>                                                                             | <u>DETAILS</u>                                                                                                                                                                                                                                             |
|-------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Any Agency        | <ul style="list-style-type: none"> <li>Throughout Project</li> </ul>                                    | <ul style="list-style-type: none"> <li>If necessary, Contractor shall provide 1 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.</li> </ul> |
| Big Bear City CSD | <ul style="list-style-type: none"> <li>Baldwin Ln – Sewer manhole at approximate Sta. 22+95.</li> </ul> | <ul style="list-style-type: none"> <li>Contractor to allow BBO CSD one (1) working day window to adjust manhole to grade.</li> </ul>                                                                                                                       |
| Frontier          | <ul style="list-style-type: none"> <li>Baldwin Ln – Handhole at approximate Sta. 30+00.</li> </ul>      | <ul style="list-style-type: none"> <li>Frontier will slide existing handhole box north; Contractor shall adjust to grade.</li> </ul>                                                                                                                       |
| Southwest Gas     | <ul style="list-style-type: none"> <li>Baldwin Ln – Gas manhole at approximate Sta. 23+00.</li> </ul>   | <ul style="list-style-type: none"> <li>Contractor to allow SWG one (1) working day window to adjust manhole to grade.</li> </ul>                                                                                                                           |

## UTILITY PROTECTION

Protection of the following utility facilities will require coordination with the contractor's operations:

| <u>AGENCY</u>                | <u>APPROXIMATE LOCATION</u>                                                                                                                                                                                                                                                                                                                                                                                                             | <u>DETAILS</u>                                                                                                                                       |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bear Valley Electric Service | <ul style="list-style-type: none"> <li>Baldwin Ln – Overhead facilities, south side, west of Maple Ln.</li> <li>Baldwin Ln – Overhead facilities, north side, east of Maple Ln with crossings at various locations.</li> <li>Baldwin Ln – Underground crossing at Pole 8196BV, approximately 165' east of Cedar Glen Dr.</li> <li>Baldwin Ln – Underground crossing at Pole 9617BV, approximately 100' west of Creekside Ln.</li> </ul> | <ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>                                                         |
| Big Bear City CSD            | <ul style="list-style-type: none"> <li>Baldwin Ln – 12" AC waterline, north of centerline, from 100' west of Maple Ln to Maple Lane.</li> </ul>                                                                                                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> <li>Contractor to adjust water valve cans to final</li> </ul> |



|                      |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                               |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | <ul style="list-style-type: none"> <li>Baldwin Ln – 12" AC waterline, south of centerline, from Maple Ln to Creekside Ln.</li> <li>Baldwin Ln – 8"-12" AC sewer line along centerline, then transitioning to north of edge of pavement east of Pine Ln to Creekside Ln.</li> </ul>                                                                                                                                 | <p>grade.</p> <ul style="list-style-type: none"> <li><b>Contractor to provide one (1) day window to BBCCSD to adjust sewer manhole to grade (approximate Sta. 22+95); Contractor to provide advance schedule notice to Nathan Zambrano.</b></li> </ul>                        |
| City of Big Bear DWP | <ul style="list-style-type: none"> <li>Baldwin Ln – 6" AC waterline, south of centerline, from 400' west of Maple Ln to Pine Ln.</li> </ul>                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>                                                                                                                                                                                  |
| Frontier             | <ul style="list-style-type: none"> <li>Baldwin Ln – Overhead facilities, north, from 400' west of Maple Ln to Creekside Ln with crossings at various locations.</li> <li>Baldwin Ln – Underground cable, north side, from Maple Ln to Creekside Ln.</li> </ul>                                                                                                                                                     | <ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> <li>Contractor to adjust handholes to grade.</li> </ul>                                                                                                                                |
| Southwest Gas        | <ul style="list-style-type: none"> <li>Baldwin Ln – 4" P and steel gas main, north of centerline, from 400' west of Maple Ln to Creekside Ln.</li> </ul>                                                                                                                                                                                                                                                           | <ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> <li><b>Contractor to provide one (1) day window for SWG to adjust manhole to grade (approximate Sta. 23+76). Contractor to provide advance notice to Phillip Petteruto.</b></li> </ul> |
| Spectrum             | <ul style="list-style-type: none"> <li>Baldwin Ln – Overhead facilities, south side, from 400' west of Maple Ln to 50' east of Maple Ln.</li> <li>Baldwin Ln – Overhead facilities, north side, from 50' east of Maple Ln to Creekside Ln with crossings at various locations.</li> <li>Baldwin Ln – Underground cable, north of the north edge of pavement, from Pine Ln to 100' west of Creekside Ln.</li> </ul> | <ul style="list-style-type: none"> <li>Contractor to locate and protect in place.</li> </ul>                                                                                                                                                                                  |

### HIGH RISK UTILITIES

The following utility facilities are "HIGH RISK" facilities:

| <u>AGENCY</u> | <u>LOCATION</u> | <u>DESCRIPTION</u> |
|---------------|-----------------|--------------------|
| None          | •               | •                  |

The contractor shall notify all listed utility companies **two weeks** prior to start of work.

The contractor is to notify Underground Service Alert at 1-800-227-2600, 48 hours prior to any construction operations in order for utilities to mark and identify locations of existing facilities.

Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while working in the road shoulder areas.

Throughout the project, utility poles, fire hydrants, water meters, gas meters, water valves and gas valves will be located in the construction area. If applicable, the Contractor shall perform his grading operations around these and construct embankment using pneumatic tampers to achieve the required compaction.

The Contractor shall protect existing manholes in place and costs therefor shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor's responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.

The Contractor shall protect existing valve cans in place and adjust those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over.

Existing boulders Baldwin Lane station 16+90 as shown on plans shall be moved for construction and then reset close to their original location once construction has been completed.

During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer.

Existing roadposts (paddles) that interfere with construction shall be removed and disposed of.

All existing sprinklers in conflict with construction shall be relocated, removed and/or capped to clear construction.

If required during construction operations, existing mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the Engineer.

The space around the posts and post concrete anchors shall be backfilled with suitable earthy material. The backfill material shall be placed in layers approximately 0.33 foot thick and each layer shall be moistened and thoroughly compacted to a relative compaction of not less than 90 percent.

The face of mailbox shall be within 0 to 6 inches from face of curb, asphalt concrete dike or edge of pavement.

Surplus removed materials shall be disposed of outside the highway right-of-way in accordance with Section 14-10, "Solid Waste Disposal and Recycling" of the Standard Specifications. Attention is directed to prevailing wage provisions pertaining to hauling "trash" and/or "recyclable" materials.

Contractor shall salvage and reuse existing mailboxes, newspaper boxes, posts and mounts.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

Contractor shall replace in kind existing mailboxes. Existing newspaper boxes, posts and mounts shall be salvaged and reused.

New mailboxes shall be fastened to the existing posts and mounts.

Replaced existing mailboxes shall become the property of the Contractor and shall be disposed of.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

Contractor shall replace in kind existing mailboxes, newspaper boxes, posts and mounts.

Replaced existing mailboxes, newspaper boxes, posts and mounts shall become the property of the Contractor and shall be disposed of.

When construction is complete the mailboxes shall be installed in final position and posts shall be in a buried concrete anchor of minor concrete or commercially available posthole concrete not less than 6 inches in width from the outside of post and 1.5 feet in depth from the finished ground surface.

Handhole boxes will be adjusted to grade by contractor if required as shown on plans.

The contract unit price paid to remove and cap sprinklers shall be included in the **various contract items of work** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary in relocating the sprinkler complete in place, and disposing of surplus material and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, including handhole boxes and utility adjustments to grade, providing utility windows and coordination, and for doing all work involved shall be considered as included in the contract prices paid for the **various items of work** and no additional compensation will be allowed therefore.

**Replace the 3rd paragraph of section 5-1.36C(3), “Nonhighway Facility Rearrangement,” with:**

Supplemental Work – The rearrangement of utilities is anticipated work within the scope of the project.

Supplemental Work - Utilities consists of rearranging the (currently none). If other necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. This other rearrangement is change order work.

The exact location and depth of the (currently none) is not known. It is anticipated that (currently none) may be damaged by Contractor's operations.

Additional work falling within the scope and character of the existing contract items is considered as normal to the progress of construction and is addressed under section 4-1.03, “Changes and Extra Work,” of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described under Supplemental Work - Utilities, Contractor must submit a request for information (RFI) to request a delay-related time adjustment. The County may make a time adjustment under Section 8-1.07B, “Time Adjustments,” of the Standard Specifications. The County does not make a payment adjustment for delays in the completion of the contract work as a direct result of the work described under Supplemental Work – Utilities.

Payment for Supplemental Work – Utilities is calculated under section 9-1.04, “Force Account,” of the Standard Specifications and is cumulative over the duration of the contract.

Bidders must include the Contract Amount printed on the Bid Sheet in the proposal for “Supplemental Work - Utilities” as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

**Delete section 5-1.39C(1), “Plan Establishment Period of 3 Years or More.”**

**Revise the phrase “2. Bar to arbitration (Pub Cont Code § 10240.2)” in the fourth paragraph of section 5-1.43A, “General,” with:**

Bar to pursue the claim in a court of law.

**Replace section 5-1.43E, “Alternative Dispute Resolution,” with the following:**

**5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.**

Claims between the County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 20104.2(c) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated herein and found at the end of these Special Provisions.

Please note that pursuant to Public Contract Code section 9204(c)(1), a “claim” means the following:

a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project. (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled. (C) Payment of an amount that is disputed by the public entity.

**Add section 5-1.43G, "Civil Action," which reads:**

#### **5-1.43G Civil Action**

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California.

**IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:**

**San Bernardino County**

**Risk Management Division**

**222 W. Hospitality Lane, 3<sup>rd</sup> Floor**

**San Bernardino, California 92415-0016**

A copy of the County's standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at [http://courtonline.sbcounty.gov/riskmanagement/content/forms/claim against county.pdf](http://courtonline.sbcounty.gov/riskmanagement/content/forms/claim%20against%20county.pdf).

Venue for any such litigation concerning this Project or Agreement shall be in the Superior Court of California, San Bernardino County, San Bernardino District and Contractor agrees to incorporate this provision into all subcontracts.

Each Party hereby waives any law or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

## 6 CONTROL OF MATERIALS

### **Add the following paragraph to section 6-1.01, "GENERAL":**

Contractor must comply with Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

### **Add the following paragraph to section 6-2.01, "GENERAL":**

All materials required to complete the work under this contract shall be furnished by the Contractor. The Department uses a Quality Assurance Program (QAP) to ensure materials produced to comply with the Contract. Contractor may examine the records and reports of tests the Department performs if they are available at the job site. Schedule work to allow time for QAP.

### **Replace section 6-2.01C, "Authorized Material Lists," with:**

#### **6-3.05K Prequalified And Tested Materials For Traffic Control Devices**

Contractor must comply with section 6-3.02, "SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION," of the Standard Specifications and these Special Provisions.

The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time. Contractor may use a product that is equal to or better than the specified brand or trade name if authorized.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Traffic Division a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

Said list of approved prequalified and tested signing and delineation materials and products cover the following traffic control devices:

#### **MATERIALS**

- Pavement markers, reflective and non-reflective
- Temporary pavement markers
- Striping and pavement marking tape
- Flexible delineators and markers
- Channelizers
- Sign sheeting materials
- Railing and barrier delineators
- Traffic cones and reflective cone sleeves

A Certificate of Compliance shall be furnished as specified in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for signing and delineation products. Said certificate shall also certify that the signing and delineation product conforms to the prequalified testing and approval of the Department of Public Works, Traffic Division and were manufactured in accordance with the approved quality control program.

The Approved Prequalified and Tested Signing and Delineation Materials (also referred to as the "Authorized Materials List" or "Pre-Qualified Products List") are as follows:

### **PAVEMENT MARKERS, PERMANENT TYPE**

Reflective pavement markers:

- Apex (4x4)
- Ray-O-Lite, Models SS, RS, and AA (4x4)
- Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface:

- Stimsonite 911 (4x4)
- Stimsonite 944 SB (2x4) - formerly model 947
- Stimsonite 948 (2.3x4.7)

Non-reflective pavement markers for use with epoxy or bituminous adhesive:

- Apex Universal, Ceramic
- Ferro Corporation, Permark (ceramic)
- Highway Ceramics Inc., Ceramic
- Safety Signs Inc. "Safety Dot" Model SD4 (Polyester)
- Traffic Control Signs Co., Titan, TM40WY (Polyester)

Non-reflective pavement markers for use only with bituminous adhesive:

- Edco, Models A 1107, AY 1108 (ABS)
- Valterra Products - P20-2000W and P20-2001Y (ABS)

### **PAVEMENT MARKERS, TEMPORARY TYPE**

Temporary pavement markers for long-term day/night use (6 months or less):

- Astro Optics Model TPM (4x4)
- Flex-O-Lite Model RCM (4x4)
- Stimsonite 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex 35573558 (4x4)

Temporary pavement markers for short-term day/night use (14 days or less):

- Astro Optics Model TPM (4x4)
- Davidson T.O.M. (Flexible)
- Flex-O-Lite Model (RCM) (4x4)
- Stimsonite Model 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex Model 30023004 (4x4)
- Swareflex Model 35573558 (4x4)
- Valterra Products 12801281 Series (Flexible)
- 3M Scotch-Lane A200 Pavement Marking System

Temporary pavement markers for short-term day/night use (14 days and less) at seal coat locations:

- Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
- Valterra Products - 12801281 Series with Reflexite PC-1000 Sheeting

## **STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT**

Permanent traffic striping and pavement marking tape:

- Brite-Line Series 1000

- Swarco Industries "Director"

- 3M Stamark Brand Pliant Polymer Grade Series 5730

- 3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable construction grade striping and pavement marking tape:

- Advanced Traffic Marking ATM Series 200

- 3M Stamark Brand, Detour Grade, Series 5710

- Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

- 3M Scotch Lane Brand Construction Grade, Series 5160

## **ROADSIDE DELINEATORS**

One-piece drivable flexible type (48")

- All West Plastics "Flexi-Guide 400"

- Carsonite Curve-Flex CFRM-400

- Carsonite Roadmarker CRM-375

- FlexStake H-D

- Polyform, Inc., "Vista-Flex"

Non-drivable flexible type (48") (For special use only)

- Carsonite "Impactor" with 18" soil anchor

- Carsonite "Survivor" with 15" U-Channel

- Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)

- Safe-Hit with 15" soil anchor (SH15-15C-GL)

- Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)

- Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

- FlexStake Surface Mount H-D

## **CHANNELIZERS**

Surface mount type (36")

- Carsonite "Survivor" Model SMD-353

- Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)

- Carsonite Super Duck II "The Channelizer"

- FlexStake Surface Mount H-D

- The Line Connection "Dura-Post"

- Reps, Models 300 and 400

- Safe-Hit Guide Post with glue down base (SH236SMA)



## **TRAFFIC CONES**

Highway Safety Products 28"  
Radiator Specialty Company 28"  
Roadmarker Company "Stacker" 42"  
Bent Manufacturing Co., "T-Top" 42"

## **TYPE "K" OBJECT MARKER (18")**

Carsonite Models SMD 615 and SMD 615-A  
Repo, Models 300 and 400  
Safe-Hit Model SH718SMA

## **TYPE "K-4" OBJECT MARKER (24")**

Carsonite, Super Duck II  
The Line Connection, "Dura-Post"  
Repo, Models 300 and 400  
Safe-Hit

## **CONCRETE MEDIAN BARRIER DELINEATOR**

### **Impactable Type**

All West Plastics "Flexi-Guide 235"  
Duraflex Corp. "Flexi 2020"  
Davidson Portable Concrete Barrier Marker (PCBM-12)  
Reflexite Barrier Mount Delineator (Mod. 661-662)

### **Non-impactable Type**

Astro-Optics JD Series  
Stimsonite 967

## **BARRIER DELINEATOR (16" GLO-BELOW TYPE)**

Safe-Hit

## **GUARDRAIL DELINEATOR (27" NAIL ON TYPE)**

Carsonite Guardrail Delineator Post (CFGR 427)  
Safe-Hit 27-inch Guardrail Delineator  
All West Plastics "Flexi-Guide" 327

## **METAL BEAM GUARDRAIL DELINEATOR**

Duraflex Corp. "Railrider"

## **REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES**

3M High Intensity  
Reflexite PC 1000 (Metalized Polycarbonate)  
Reflexite AP-1000 (Metalized Polyester)  
Seibulite ULG (Ultralite Grade)

**SIGNING MATERIALS –The following Retro-reflective Sheeting Materials are Acceptable for use on County Maintained Road System Signs:**

**Regulatory Signs (Exclude STOP signs and Parking Signs):**

T6500, ASTM D 4956-01, Type IV.

**Stop Signs:**

DG3, ASTM D 4956-09, Type XI.

**Warning Signs (Exclude School Signs):**

T6501, ASTM D 4956-01, Type IV.

**School Warning Signs:**

FYG, ASTM D 4956-01, Type IX.

**Guide Signs:**

T6501, ASTM D 4956-01, Type IV.

**Construction Signs:**

FDG, ASTM D 4956-01, Type IX.

**Signs Utilizing Super Engineering Grade (e.g., No Parking Sign):**

ASTM D 4956-01, Type II

**Signs Utilizing Engineering Grade:**

ASTM D 4956-01, Type I

**SIGNING MATERIALS LEGEND:**

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

**7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Add the following paragraphs to section 7-1.02I(2), "Nondiscrimination":**

Contractor shall comply with section 7-1.02I (2), "Nondiscrimination" of the Standard Specifications, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein.

During the term of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California

and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the contract.

**Replace the 2nd and 3rd paragraphs of section 7-1.02K (2), "Wages," with:**

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so requires. In such cases, the State Contract Act will govern.

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the Federal Minimum Wages included in these Special Provisions and also available on the internet at: <https://www.wdol.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions for the project.

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

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall

comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid, be listed on a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20102 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 4 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the

awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall

issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

**Regardless of the project's funding source, one original certified payroll report (in paper format) must be submitted weekly to the Contracts Division at 825 East Third Street, Room 147, San Bernardino, CA 92415-0835.**

Another certified payroll report must be submitted weekly in electronic format through the internet-based LCPTracker reporting system (see Yellow Pages for more information). Payment(s) of invoice(s) for this project may be delayed when certified payrolls are not submitted weekly. The Department of Public Works shall make progress payments on any properly completed payment request submitted by the prime contractor. The payment request shall not be deemed properly completed unless all certified payroll reports for

the project are submitted in both paper format and in electronic format through LCPTracker, and have been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

**LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE:** Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

**Replace the paragraphs in section 7-1.02K (3), "Certified Payroll Records (Labor Code Section 1776)," with the following:**

This is a federally-funded project. Funding sources may include Community Development Block Grant (CDBG) funds, Neighborhood Stabilization Program (NSP) funds, HOME funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. The prime contractor, all subcontractors and all lower-tier subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than the minimum wage classification, as specified in both the Federal and State Wage Decision for this project when the Contract amount for the prime contract exceeds \$2,000. Those wages are determined pursuant to the Davis-Bacon Act (40 USC 2611-7) (29 CFR, Part 5.0) and related Federal Acts, as applicable and as pursuant to the State of California Labor Code Section 1720 *et seq.* and implementing regulations of the State of California Department of Industrial Relations. The higher of the two applicable wage classifications, either Davis-Bacon Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract. The prime contractor is responsible for ensuring all subcontractor(s) and lower-tier subcontractor(s) compliance with Davis-Bacon and Related Act requirements. The Federal Labor Standards (HUD form 4010) apply to this project and can be found in "Federal Requirements - Attachment D" of the Special Provisions (Yellow Pages) for the project.

Pursuant to Section 1773 of the Labor Code, the general (State) prevailing wage rates in the San Bernardino County have been determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage rates are on file at the Office of Department of Public Works and shall be made available to any interested party on request. A copy of the determination of the director of prevailing rate of per diem wages shall be posted at each job site.

The Federal minimum wage rates have been determined by the United States Secretary of Labor and can be found on the internet at:

**<http://www.gpo.gov/davisbacon/ca.html>**

These wage rates are set forth in the Special Provisions for this project (Pink Pages). Bidders shall be notified via addendum of modifications to the federal prevailing wage decision included herein. The federal wage decision in effect for this project is the wage decision in effect 10 days prior to the bid opening date.

**REPORT BID RIGGING:** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort

to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

**PREVAILING WAGES:** Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department of Industrial Relations Director's General Prevailing Wage Determinations (<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). In addition, these wages are set forth in the General Prevailing Wage Rates included in these Special Provisions. The Contractor and subcontractors shall not pay less than the prevailing wage. Copies of the prevailing wage rates are also on file at the San Bernardino County Department of Public Works Contracts Division office (address identified above) and shall be made available to any interested party on request. A copy of the determination of the Director of prevailing rate of per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Federal minimum wages for this project as predetermined by the United States Secretary of Labor are set forth in the **Federal Minimum Wage** included in these Special Provisions and also available on the internet at: <https://www.wdod.gov/>.

Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Special Provisions for the project.

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

The improvement contemplated in the performance of this contract is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California, therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that this responsibility to the United States so requires. In such cases, the State Contract Act will govern.

**LABOR CODE REQUIREMENTS REGARDING REGISTRATION AS CONTRACTOR OR SUBCONTRACTOR REQUIRED PRIOR TO BID PROPOSAL SUBMISSION:** Contractor shall comply with Labor Code section 1771.1, including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the



Department of Industrial Relations pursuant to Labor Code section 1725.5; (3) this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner.

As provided in Labor Code section 1771.1:

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one

hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty on the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) or subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (i) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2016, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

**Regardless of the project's funding source, one original certified payroll report (in paper format) must be submitted weekly to the Contracts Division at 825 East Third Street, Room 147, San Bernardino, CA 92415-0835.** Another certified payroll report must be submitted weekly in electronic format through the internet-based LCR Tracker reporting system (see Yellow Pages for more information). Payment(s) of invoice(s) for this project may be delayed when certified payrolls are not submitted weekly. The Department of Public Works shall make progress payments on any properly completed payment request submitted by the prime contractor. The payment request shall not be deemed properly completed unless all certified payroll reports for the project are submitted in both paper format and in electronic format through LCR Tracker, and have been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

**LABOR CODE REQUIREMENTS FOR ENTITIES HAULING OR DELIVERING READY-MIXED CONCRETE:** Adherence to the prevailing wage requirements found in Labor Code section 1720.9 for the hauling and delivery of ready-mixed concrete is required. This includes, but is

not limited to, a requirement for the person or entity that delivers ready-mixed concrete to register with the Department of Industrial Relations (DIR) as specified in Labor Code section 1725.5. For more information, please see the DIR website: <http://www.dir.ca.gov/>.

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:

- 1.1. Full name
- 1.2. Address
- 1.3. Social security number
- 1.4. Work classification
- 1.5. Straight time and overtime hours worked each day and week
- 1.6. Actual wages paid for each day to each:
  - 1.6.1. Journeyman
  - 1.6.2. Apprentice
  - 1.6.3. Worker
  - 1.6.4. Other employee you employ for the work
- 1.7. Pay rate
- 1.8. Itemized deductions made
- 1.9. Check number issued

2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department.

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within 5 business days of the change.

Comply with a request for the records within 10 days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a \$100 penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code § 1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

Certified payroll records are required to be submitted weekly to the Engineer during the term of construction.

Contractor and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (and Division of Labor Standards Enforcement) pursuant to Labor Code section 1771.1 identified herein.

Failure to meet the requirements above will subject the contractor to sanctions/withholding of contract payments as allowed by law for any delinquent or inadequate certified payroll records. Payroll violations are required to be reported to the State of California and/or federal government.

**Add the following paragraph to section 7-1.02K (5), "Working Hours":**

The normal construction working hours are 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. The Contractor must request and receive prior written approval (at least 24 hours in advance) from the Engineer to work beyond or outside of these normal working hours. If the Contractor works beyond or outside of these normal working hours without requesting and receiving prior written approval from the Engineer, then any overtime or other costs incurred by the County (for example, County inspector costs) resulting from the Contractor's working beyond or outside of these normal working hours may be deducted from

the progress payments that are due the Contractor. The County's decision to approve or disapprove the Contractor working beyond or outside of the normal working hours is at the sole discretion of the Engineer.

**Delete Section 7-1.02K(6)(j)(ii), titled "Lead Compliance Plan".**

**Replace items 1, 3 and 4 in the list in the 22nd paragraph of section 7-1.04, "PUBLIC SAFETY," with:**

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane except:
  - a. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter;
  - b. Excavations parallel to the lane for the purpose of pavement widening or reconstruction; and/or
  - c. Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane

**Add the following sentences to the 27th paragraph of section 7-1.04, "PUBLIC SAFETY":**

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must furnish, erect and maintain those fences, Type K temporary railing, barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

**Replace the 23rd paragraph of section 7-1.04, "PUBLIC SAFETY," with:**

When lanes are adjacent to the area where the work is being performed or equipment is operated including shoulders, the adjacent lane must be closed under any of the following conditions unless otherwise provided in the Standard Specifications and these Special Provisions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

**Add the following sentences to the 25th paragraph of section 7-1.04, "PUBLIC SAFETY":**

Type K temporary railing must conform to the provisions in Section 12-3.08, "Type K Temporary Railing," of the Standard Specifications. Type K temporary railing, conforming to the details shown on Standard Plans T3A and T3B or approved equal by the Engineer may be used.

The locations of Type K temporary railing shall be shown on Traffic Control Plans for review and approval by the Engineer. The Contractor must comply with the Traffic Control System section elsewhere in these Special Provisions.

Contractor may propose to the Engineer an alternative to the use of Type K temporary railing and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with section 7-1.05A "General" of these Special Provisions.

Reflectors on Type K temporary railing must conform to the provisions in "Equalized and Tested Materials for Traffic Control Devices" of these Special Provisions. Temporary crash cushion modules must conform to the specifications in section 12-3.15, "TEMPORARY CRASH CUSHION MODULE" of the Standard Specifications.

**Add the following paragraph between the 26th and 27th paragraphs of section 7-1.04, "PUBLIC SAFETY":**

Open trenches left open overnight must be protected by Type K temporary railing or other approved temporary traffic barrier as determined by the Engineer.

**Replace section 7-1.05A, "General," with:**

**7-1.05A General**

**Indemnification** – To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by County) (even if the allegations are false, fraudulent, or groundless) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation

applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a claim has merit or is meritless, or which involves claim or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County, unless the County agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

It is the intent of the parties to the Contract that the Contractor and its subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by law. In the event that any of the defense, indemnity, or hold harmless provisions are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

Contractor shall insure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

Contractor's indemnification and defense obligations set for in this Section are separate and independent from the insurance requirements and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance requirements. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations.



Contractor's obligations under this Section are binding on Contractor's and its subcontractors' successors, heirs and assigns and shall survive the completion of the work or termination of the Contractor's performance of the work.

**Replace section 7-1.06 with:**

#### **7-1.06 INSURANCE**

**Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the **San Bernardino County** (a separate, legal public entity), and the **San Bernardino County Flood Control District** (a separate, legal public entity), collectively referred to in this section as the **County**, and all of their officers, employees, agents and volunteers, as additional insureds with respect to liabilities arising out of the performance of services hereunder.

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 201011 85.

**Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors, as well as any other entities named herein. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

**Policies Primary and Non-Contributory** – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County or any other entities named herein.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declarations page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and

must have a minimum Best's Insurance Guide rating of "A-" and minimum Financial Size Category of "VII" according to A. M. Best Company, Inc., website <http://www.ambest.com/>.

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements, whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$200,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with minimum combined single limits, per occurrence, as follows:

| CONTRACT AMOUNT            | MINIMUM COVERAGE |
|----------------------------|------------------|
| Less than \$1,000,000      | \$1,000,000      |
| \$1,000,000 to \$3,000,000 | \$3,000,000      |
| \$3,000,000 to \$5,000,000 | \$5,000,000      |
| Over \$5,000,000           | \$10,000,000     |

The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) Two million dollars (\$2,000,000) general aggregate limit.

**Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have minimum combined single limit for bodily injury and property damage, per occurrence, as follows:

| CONTRACT AMOUNT            | MINIMUM COVERAGE |
|----------------------------|------------------|
| Less than \$1,000,000      | \$1,000,000      |
| \$1,000,000 to \$3,000,000 | \$3,000,000      |
| \$3,000,000 to \$5,000,000 | \$5,000,000      |
| Over \$5,000,000           | \$10,000,000     |

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “drop down” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Coverage of Construction/Installation Property Insurance** – A policy providing all risk, including theft coverage for all properties and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

**Continuing Products/Completed Operations Liability Insurance** – A policy with a limit of not less than five million dollars (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million dollars (\$1,000,000).

**Subcontractor Insurance Requirements** – The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the

basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the County as well as any other entities named herein as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

**Delete section 7-1.07B, "Seal Coat Claims."**

**Replace section 7-1.11C, "Female and Minority Goals" with:**

**7-1.11C Female and Minority Goals**

See section 2-1.12 of these Special Provisions.

**8 PROGRESS SCHEDULE**

**Replace section 8-1.02, "SCHEDULE" with:**

**8-1.02 PROGRESS SCHEDULE**

After contract award, and prior to construction, the Contractor shall submit to the Engineer a baseline progress schedule as part of the pre-construction submittals. The Contractor shall furnish the schedule in both printed and electronic (Microsoft Excel or equivalent) format. If the Contractor cannot furnish the schedule in Microsoft Excel format, then another format approved by the Engineer shall be used. The schedule shall show the construction activities (including the controlling activity(ies)), order in which the Contractor proposes to carry out the work, the dates on which the Contractor will start the several salient features of the work (including procurement of materials, plant, and equipment), and the contemplated dates for completing those salient features. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

Progress schedule updates are also required to be submitted during construction, within 10 working days of the Engineer's written request. Failure of the Contractor to submit progress schedule updates within the required time frame may result in the withholding of progress payments.

**Replace 1<sup>st</sup> paragraph of section 8-1.03, "PRECONSTRUCTION CONFERENCE," with:**

After contract award, and prior to construction, a pre-construction conference / meeting will be held at a time and location determined by the Engineer, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, utilities, submittals, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

**Replace 8-1.04A, "General," with:**

**8-1.04A General**

After contract award, and prior to the pre-construction conference, the Engineer will issue a Notice to Proceed with Submittals to the Contractor, and the Contractor shall then begin submitting all required submittals necessary to begin work, as listed below. Failure to provide the required submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each and every day after the submittal due date.

**Prior to construction**, the following submittals are required:

1. Approved baseline progress schedule – **to be provided at least 5 working days prior to construction**
2. Approved Statement of Compliance with Sections 1509 and 1510 of the C OSHA Construction Safety Orders
3. Approved Fire Safety Plan
4. Approved Notice to Residents, in English and Spanish
5. Approved Notice of Materials to be Used
6. Approved Subcontracting Request
7. Approved Staging Area
8. Approved Storm Water Pollution Prevention Plan (SWPPP)
9. All required environmental submittals
10. Approved Traffic Control Plan.
11. Valid proof of approved permits, including Encroachment permit from the City, if applicable
12. List of personnel assigned to the project
13. Emergency contact list
14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment
15. Approved Dewatering Plan prepared by a licensed Professional Civil Engineer.
16. Acceptance of the working / shop drawings for the concrete arch culverts and concrete headwall parapets
17. Written statement from the manufacturer or vendor that the order for the precast arch culverts and headwall parapets has been received and accepted by the manufacturer or vendor. The statement must show the date(s) that the materials will be delivered to the project site.
18. Any other pre-construction submittals deemed necessary by the Engineer.

The above submittal requirements shall be completed within 15 calendar days after the Notice to Proceed with Submittals is issued. The Traffic Control Plan, however, shall be submitted prior to the pre-construction meeting. The working / shop drawings for the precast concrete arch culverts and headwall parapets shall be submitted within fifteen (15) calendar days after the Notice to Proceed with Submittals is issued, and the Engineer will have 15 calendar days to review and accept the drawings.

The Contractor shall be solely liable for the procurement of the precast arch culverts and headwall parapets. After approval of working / shop drawings, the Contractor shall secure a fabrication & delivery date and incorporate the installation date in the project baseline schedule with the delivery date not to exceed 40 working days from the Notice to Proceed with Construction. The Contractor shall demonstrate in the project baseline schedule that the work is properly arranged so that the precast culverts can be installed immediately after the culverts are delivered to the project site.

Replace 8-1.04B, "Standard Start," with:

#### **8-1.04B Standard Start**

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. The Contractor shall begin construction work **within 15 days** (excluding Saturdays, Sundays, and holidays) after Engineer's issuance of the Notice to Proceed with Construction. Issuance of the Notice to Proceed with Construction is at the sole discretion of the County. The First Working Day Designated will be the date of the Notice to Proceed with Construction or the date of beginning construction work, whichever is later. In no case will the First Working Day Designated be later than **5 days** after the Notice to Proceed with Construction, excluding Saturdays, Sundays, and holidays. The Department does not adjust time for starting before the First Working Day.

The Contractor shall diligently prosecute the work to completion before the expiration of

**THIRTY**

**WORKING DAYS**

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals specified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date.

Replace 8-1.10A, "General", with:

#### **8-1.10A General**

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1<sup>st</sup> day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

The Contractor shall pay the County the sum of

**THREE THOUSAND FIVE HUNDRED DOLLARS DOLLARS ( \$3,500 ) PER DAY**

for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**FEDERAL DOCUMENTS REQUIRED - ATTACHMENT D, CDH CONSTRUCTION CONTRACT PROVISIONS.** Documents contained in this section of the bid package (Yellow Pages) must be submitted to Public Works prior to the preconstruction meeting, with the exception of Section 3 and payroll documents, which must be submitted during construction. For questions regarding these forms, please contact CDH, Community Development Division - Implementation Section, at (909) 388-0954.

**PRE-CONSTRUCTION CONFERENCE** - Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, utilities, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors. . Federal documents included in "Federal Requirements - Attachment F" of the bid package (Yellow Pages) must be submitted to the Public Works Department **prior to the pre-construction meeting**. Failure to do so may delay the pre-construction meeting.

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## **9 PAYMENT**

**Replace section 9-1.02C, "Final Pay Item Quantities" with:**

### **9-1.02C Final Pay Items**

When an item of work is designated as (F) or (S-F) in the Bid Sheet, **the estimated quantity for that item of work shall be the final pay quantity** unless the dimensions of any portion of that item are revised by the Engineer, for the item or a portion of the item is eliminated. If the dimensions of any portion of the item are revised and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 5-7.01D, "Payment." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

**Delete Section 9-1.02D, "Quantities of Aggregate and Other Roadway Materials."**

**Delete the 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> paragraphs in section 9-1.03, "PAYMENT SCOPE."**

**Replace the reference in the 16<sup>th</sup> paragraph to "Pub Cont Code §§ 10262 and 10262.5" in section 9-1.03 "PAYMENT SCOPE," with "Business and Professions Code section 7108.5."**

**Delete section 9-1.07 "PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS."**

**Add the following paragraphs to section 9-1.16, "PROGRESS PAYMENTS":**

**PAYMENTS** – Attention is directed to the provisions in this Section 9-1.16, "Progress Payments," and Section 9-1.16E, "Withholds," of the Standard Specifications and these Special Provisions.

County and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all

subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the County will retain **5%** of the payments made to Contractor and total retention proceeds withheld by County shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by County in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

The retention will be held for 35 days following the recordation of the Notice of Completion, at which time the County Auditor will issue a warrant for the withheld funds.

Therefore, the County shall hold retainage from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work and pay retainage to Contractor based on these acceptances. The Contractor or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 2.109) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

Contractor may upon written request and at their expense deposit substitute securities found in Government Code section 16430 as authorized by the Public Contract Code section 22300 in lieu of retention monies withheld to insure performance.

Partial payment for materials that are furnished but are not incorporated in the work may be made to the Contractor at the sole discretion of the Engineer.

The provisions of Public Contract Code section 20104.50, cited immediately below and at the end of these Special Provisions, dealing with the modification, performance, and payment of public works contracts are incorporated herein.

20104.50.

(a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt



payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision €.

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, or a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

**Delete the 2nd sentence in section 9-1.16D(1), "General."**

**Delete reference to "Pub Cont Code § 10261.5" in section 9-1.16E(1), "General."**

**Replace "may" with "shall" in the 1st sentence of section 9-1.16E(4), "Stop Notice Withholds."**

**Delete section 9-1.16F, "Retentions."**

**Replace 9-1.17D(1), "General," with:**

**9-1.17D(1) Final Payment and Claims** - After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payments, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of claims as provided below.

On the Contractor's approval, or if he files no claim, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor files a claim(s), the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the sum so found to be due. Such semifinal estimate and any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

**For additional claims procedures and rights, and the Public Contract Code, please see 5-1.43E, "Dispute Resolution for Claims" subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6," of these Special Provisions.**

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Any claim for overhead type expenses or costs shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the County at its discretion.

Any costs or expenses incurred by the County in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the County within the meaning of the California False Claims Act.

**Delete section 9-1.17D(2)(a), "General."**

**Replace the 6th paragraph in section 9-1.17D(3) with:**

Failure to comply with the claim procedures described in the Contract Documents is a bar to pursue the claim in a court of law.

**Replace "30" with "31" in the 1st sentence of section 9-1.17(D)(1), "General."**

Delete section 9-1.22, "Arbitration," in its entirety and replace with the following:

## 9-1.22 CIVIL ACTION

See Section 5-1.43G, "Civil Action" of these Special Provisions.

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## DIVISION II – GENERAL CONSTRUCTION

### 10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

**First order of work** - The Contractor shall submit a Traffic Control Plan detailing the proposed construction phase staging, and traffic control during the pre-construction meeting for review and approval by the Engineer.

**Second order of work** - The Contractor shall install Portable Changeable Message Signs (PCMS) at locations approved by the Engineer. The signs shall be installed two (2) weeks prior to the start of construction or as directed by the Engineer.

Attention is directed to the "**Portable Changeable Message Signs**" section of these Special Provisions regarding compensation for conforming to this order of work.

**Third order of work** - The contractor shall submit request for survey to Engineer to request survey for horizontal and vertical control marking of the centerline of the roadway at least two (2) weeks prior to the start of construction. The purpose for the survey request is for the County Surveyor to provide enough survey data for the contractor to construct new curb, gutter, sidewalks and ramps. The survey data will be provided as follows:

1. Survey stakes will be provided at 25' maximum increments along tangent segments and at 25' maximum increments along horizontal curves, and 25' maximum increments along grade breaks.
2. Additional stakes may be provided at existing edge of pavement returns and other areas as requested by the contractor, subject to the approval of the Engineer.
3. Stakes and marks set by the Engineer shall be carefully preserved by the Contractor. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due to the Contractor.

Attention is directed to Section, "**SURVEY MONUMENTS**" of these special provisions.

**Fourth order of work** - The Contractor shall post sidewalk closure signs at least two (2) weeks prior to closure dates at ramp locations as stipulated in the Special Condition of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates.

Attention is directed to **"Public Safety"** and **"Traffic Control System"** in these Special Provisions.

**Fifth order of work** – Prior to the start of construction, the Contractor shall coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per Section 10-1.04, **"Environmental Mitigation Measures"** of these special provisions. If approved staging area is outside of existing road right-of-way, Contractor shall be required to submit construction staging agreement with property owner to the Engineer.

As a consequence of the limited nature of the project activities and the disturbed nature of the project footprint we have determined that project related activities will not significantly impact any sensitive habitat and/or species. However, to ensure no significant impacts on sensitive species occurs, the following actions should be taken:

1. A rare plant survey by a qualified botanist will be conducted during the appropriate season (spring) prior to construction to identify and minimize impacts to rare and special status plants;
  - a. If rare and/or special status plants are observed, all appropriate documentation, protection, and/or relocation procedures, will occur prior to construction initiation.
2. If work occurs during the nesting bird season (March 15 – September 1), a preconstruction nesting bird survey must be conducted no more than three days prior to the start of work;
  - b. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored.
3. All trees will be surveyed prior to removal regardless of season;
4. All staging areas will be surveyed and cleared by a biologist prior to equipment staging.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work, labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefor.

#### **10-1.02 SUPPLEMENTAL WORK AT FORCE ACCOUNT (UNFORSEEN DIFFERING SITE CONDITIONS AND UTILITY CONFLICTS)**

This work shall consist of extra work, related to specified items of work, necessary to address unforeseen conditions of position, location, and/or dimensions of existing underground and/or surface improvements, including utilities. Extra work addressed under the provisions of this section will be work of a minor nature, not specifically covered by contract items, but determined by the Engineer to be necessary to the completion of specified construction within the functional range, scope, and intent of the contract.

Extra work to address subsurface or latent physical conditions that differ materially from those indicated in the contract; or unknown physical conditions of an unusual nature, differing from those initially encountered and generally recognized as inherent in the work provided for in the contract will be addressed in accordance with Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)", of the Standard Specifications.

Additional work falling within the scope and character of the existing contract items shall be considered as normal to the progress of construction and will be addressed in accordance with Section 4-1.05, "Changes and Extra Work", of the Standard Specifications.

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.10, "Liquidated Damages" will be granted.

Compensation for work performed under this section, and calculated as prescribed in Section 9-1.04, "Force Account", of the Standard Specifications will be cumulative over the duration of the contract.

Prospective bidders shall include the Contract Amount printed in the proposal for **"Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)"** as their bid for this contract item. The amount shown is purely arbitrary and no guarantee is given or implied that any payments will be made.

Furnishing all labor, equipment, material, tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in payments made for **"Supplemental Work at Force (Unforeseen Differing Site Conditions and Utility Conflicts)"**, and no separate payment will be made therefor.

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered included in the prices paid for various items of work and no additional compensation will be allowed therefor.

### **10-1.03 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction areas are available, the Contractor shall provide detours for pedestrian travel. When applicable, the California MUTCD latest edition Figure 6H-28 "Sidewalk Detour or Diversion" Typical Application 28 and Figure 6H-29 "Crosswalk Closures and Pedestrian Detours" Typical Application 29 as included in the green sheets may be used and referenced as part of the project Traffic Control Plan.

If any of the above referenced CA MUTCD Typical Application/s is/are not applicable due to project field conditions, or as required by the Engineer, the Contractor shall prepare a Pedestrian Traffic Control Plan and submit to the Engineer for review and approval. The Pedestrian Traffic Control Plan shall detail any pedestrian detour with all signage, barricades, fencing, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) – Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
  - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b) Excavations less than 1 foot deep.
  - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
  - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - e) Excavations protected by side slopes, where the slope is equal to or less than 1:1 (vertical:horizontal)
  - f) Excavations protected by existing barrier or railing.
  - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas – Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-3.20, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15.33 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15.33 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.20, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on standard Plans T3A and T3B or approved equal by the Engineer may be used.

The sixth paragraph of Section 12-3.20C(1), "General," of the Standard Specifications is amended to read:

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane as directed by the Engineer. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Approved Traffic Products" of these special provisions.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

| Approach speed of public traffic (Posted Limit mph) | Work Areas                                                |
|-----------------------------------------------------|-----------------------------------------------------------|
| Over 45 mph                                         | Within 6 feet of a traffic lane but not on a traffic lane |
| 35 to 45 mph                                        | Within 3 feet of a traffic lane but not on a traffic lane |

The lane closure provisions of this section shall not apply if the work area is protected by permanent, temporary railing, or barrier. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 11 feet without written approval from the Engineer.

When work is not in progress on trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be the same as specified for the lane closure.

Open trenches left open overnight shall be protected by temporary railing (Type K) or other approved temporary traffic barrier as determined by the Engineer.

The locations of temporary railing (Type K) shall be shown on Traffic Control Plans for review and approval by the Engineer. Attention is directed to the Traffic Control System section elsewhere in these special provisions.

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with Section 7-1.05 "INDEMNIFICATION" of the Standard Specifications and these Special Provisions.

Suspended loads of equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements of Section 7-1.04, "Public Safety," and the requirements of these special provisions, including furnishing all labor and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

#### **10-1.04 WATER POLLUTION CONTROL PROGRAM (WPCP)**

Water Pollution Control work shall conform to the provisions in Section 13-2, "Water Pollution Control Program," of the Standard Specifications, and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality

Handbook (Handbook), and addenda thereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water Quality Manuals and Handbooks website at the following web site:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

The Water Pollution Control Program template can be downloaded from the following web site:

<http://www.dot.ca.gov/hq/construc/stormwater/>

Areas where pollutant discharge must be eliminated shall include, but not be limited to, spoil and stockpile areas, all staging areas, and pulverized areas created in connection with work under this contract, whether or not said areas are within the delineated project limits.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, amending, implementation and removal of the WPCP as specified in the Standard Specifications, the Handbook, and these special provisions, shall be included in the contract price paid for **Water Pollution Control Program** and no additional compensation will be allowed therefor.

This **Water Pollution Control Program** will be paid as percentage of total item based on development and approval of the WPCP (15%), weekly inspection reports (70% divided by number of weeks of project), and final documentation submittal (15%). Payment will be withheld for failure to submit weekly inspection forms and will not be retro-paid when submitted.

#### **10-1.05 DUST CONTROL**

This work, Dust Control, shall consist of all operations necessary to control fugitive dust arising from construction operations, and due to any disturbance of natural ground covers resulting therefrom, in compliance with governing CAA and NPDES requirements and shall conform to the provisions in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish adequate dust control measures as provided in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions during normal non-work hours (e.g. nights, weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders, at no additional cost to the Department. Additional dust control required during suspensions of work directed by the Engineer, for reasons stated in Section 8-1.06, "Suspensions" for which the Engineer authorizes extension of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra work," of the Standard Specifications.

The CONTRACTOR is responsible for meeting and being in compliance with all of the requirements of the (Mojave or South Coast wherever the project applies) Air Quality Management District's (AQMD) "Rule 403, Fugitive Dust" including, but not limited to, those requirements pertaining to a Large Operation. In addition to the CONTRACTOR providing all required personnel and signage, the CONTRACTOR is required to provide all mandatory forms, correspondence and recordkeeping information directly to AQMD and provide copies of



said items to the ENGINEER or his authorized representative in a timely manner. The CONTRACTOR shall also submit his proposed program and sign detail to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the ENGINEER prior to the start of construction. Information on AQMD and "Rule 403, Fugitive Dust" can be found at <http://www.mdaqmd.ca.gov/index.aspx?page=142>. Should the County be fined due to failure of the contractor complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due to the contractor.

Full compensation for conforming to the requirements of AQMD, including furnishing all labor, water, materials, tools, equipment and incidentals shall be considered as included in the prices paid for **various contract items of work** and no additional compensation will be allowed therefor.

#### **10-1.06 MOBILIZATION**

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items at the project site.

Mobilization shall conform to the provisions in Section 9-1.1.10.D, "Mobilization," of the Standard Specifications.

The contract lump sum price paid for **Mobilization** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein. No additional compensation will be allowed for additional mobilization / demobilization costs due to weather days or loss of production due to cold weather.

#### **10-1.07 ENVIRONMENTAL MITIGATION MEASURES**

##### **Project Description and Location**

The San Bernardino County Public Works Department (DPW) is proposing a project to install approximately 200-feet of sidewalk with ADA ramps and curb and gutter on the north side of Baldwin Lane from about 400-feet west of Maple Lane to Creekside Lane in the community of Big Bear, San Bernardino County (see Regional/Vicinity Map and Location Map). The existing area within the project footprint is comprised of asphalt and a paved roadway with a graded dirt shoulder, bordered by residential housing, a community park, and a school. Three trees located along the shoulder at Sugarloaf Park are proposed for removal during project activities. Utilities may need to be relocated as part of the proposed construction. Equipment proposed for this project will include, but is not limited to: Concrete Mixer, Backhoe, Paver, Roller and Loader Truck (for removed concrete).

No traffic detours or nighttime construction are planned. Construction activities will occur on or adjacent to existing roads, asphalt or graded and maintained dirt shoulder. Construction duration is anticipated to be approximately 40 working-days.

County of San Bernardino Development Code 83.01.80(g)(3): exempts noise from temporary

construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays. This project is exempt from a Tree Removal Permit per County Land Use Code 88.01.030 (b) exempts tree removal from lands owned by United States, State of California, or local governmental entity.

### **ENVIRONMENTAL DETERMINATION**

In compliance with the California Environmental Quality Act (CEQA), Environmental Management Division staff has reviewed the proposed project.

The Proposed Project qualifies for a Class 4 Categorical Exemption, "Minor Alteration to Land" under Section 15304(a) of the CEQA guidelines. Class 4 (a) consists of the "Grading on land with a slope of less than 10 percent, except that grading shall not be exempt if a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Holquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone as delineated by the State Geologist." The project also qualifies for a Class 2 Categorical Exemption, "Replacement or reconstruction" under Section 15302(c) "Replacement or reconstruction of existing utility systems and or facilities involving negligible or no expansion of capacity."

In order to qualify for these exemptions, the following conditions shall be observed.

### **GENERAL CONDITIONS**

1. All work, including equipment staging, will remain on paved areas. No new work outside disturbed areas or existing rights-of-way (i.e. existing shoulder-to-shoulder and/or curb-to-curb) will be performed without further environmental evaluations.

2. Material staging area shall be clearly delineated in order to keep equipment and trucks within existing paved areas. Further project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-ways, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.

3. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle in order to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) 387-8897, with any questions.

### **CULTURAL RESOURCE CONDITIONS**

Should prehistoric or historical archaeological resources be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be stopped in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource. If a cultural resource find is made notify EMD at (909) 387-8109.

2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office must be contacted in accordance with state law within 24 hours of the find and all work should be stopped until clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's

Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

It is our opinion that the Baldwin Land Sidewalk Project Improvements Project, meets the criteria for an exemption under Section 15301, and Section 15302 of the CEQA Guidelines. To complete the Categorical Exemption process, I recommend that a Notice of Exemption, together with the required fee, be filed with the Clerk of the Board of Supervisors of the County of San Bernardino.

### **Biological Resources Evaluation**

EMD Ecological Resources Specialists completed an evaluation of the proposed Project; the evaluation included a literature and site review. The site review indicated the vegetation bordering the project area on the north consists of mixed native and non-native trees species within the adjacent residential properties, and sparse ground cover on the graded shoulder. No sign of nesting raptors were observed in any of the trees within or surrounding the project area.

No rare or listed plant species or other sensitive taxa were observed. Given the highly disturbed

and limited unpaved habitat within the project area EMD Ecological Resources Specialists concluded it is unlikely that the proposed project area would support any listed species, however, trees located nearby could support various species of nesting birds.

To avoid potential impacts to rare or listed plant species or other

### **Biological Resources Conditions**

As a consequence of the limited nature of the project activities and the disturbed nature of the project footprint we have determined that project related activities will not significantly impact any sensitive habitat and/or species. However, to ensure no significant impacts to sensitive species occurs, the following actions should be taken:

1. A rare plant survey by a qualified botanist will be conducted during the appropriate season (spring) prior to construction to identify and minimize impacts to rare and special status plants;
  - a. If rare and/or special status plants are observed, all appropriate documentation, protection, and/or relocation procedures will occur prior to construction initiation.
2. If work occurs during the nesting bird season (March 15 – September 1), a preconstruction nesting bird survey must be conducted no more than three days prior to the start of work;
  - b. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored;
3. All trees will be surveyed prior to removal regardless of season;
4. All staging areas will be surveyed and cleared by a biologist prior to equipment staging.

Full compensation for conforming to the requirements of this section, not otherwise provided herein including furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved shall be considered as included in the contract prices paid for the **various items of work** and no additional compensation will be allowed therefore.

## **10-1.08 TRAFFIC CONTROL SYSTEM**

### **A. GENERAL:**

This work shall consist of all operations necessary to conduct construction operations in a safe manner relative to public traffic, and shall conform to the requirements in Section "Temporary Pavement Delineation" of these Special Provisions, and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04 of the Standard Specifications.

The requirements of this section, titled "General" shall apply to all projects except as modified below in Section B, "Special Conditions," or as otherwise approved by the Engineer.

Construction that interferes with public traffic shall be performed only between 7:00 A.M. and 4:00 P.M., except that which is required under Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications, as modified below in Section B, or as approved by the Engineer.

**The Contractor shall submit a Traffic Control Plan for the entire project limits, including intersections,** detailing the proposed construction staging and traffic control for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The Traffic Control Plan shall not include any intersection closures or detours. The Traffic Control Plan shall comply with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

When applicable, the 2015 Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan T10, in the List of Standard and Special Drawings (Green Pages). The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The Traffic control plan for night time shoulder closures shall also include flashing beacons.

At any given time during active construction when the number of lanes is reduced from existing condition for both directions of travel, active construction work zones shall be limited to the number of locations and delays to motorist in time as indicated below in section B or as determined by the Engineer.

Existing turn lanes for left and/or right turns, when present at intersections, shall remain open and operational; or when existing turn lanes are removed, temporary turn lanes shall be provided for turn movements.

If the Engineer determines that the Contractor's operations are resulting in unacceptable traffic delays, the Engineer reserves the right to implement alternate traffic plans. Specific details are as indicated below in section B unless otherwise directed by the Engineer.

The Contractor shall coordinate with local residents and businesses to provide ingress and egress for properties adjacent to the project for the convenience of local residents and businesses in carrying out their personal and business activities. Convenient access for mail, other delivery services, and trash services shall be included in the definition of "personal and business activities."

The Contractor shall prepare a "Notice to Residents," and distribute copies of said notice to properties that are adjacent to and / or are directly impacted by the project, as determined by

the Engineer. The notice shall use the "Notice to Residents" template attached in the List of Standard and Special Drawings (Green Pages). The notice shall be placed on the door of said properties a minimum of seven (7) days before the Contractor begins work. The notice shall be in both English and Spanish (back side).

It is the Contractor's responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary "No Parking" signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code Sections are **52.0118, 52.0132, and 53.081.**

Section 12-1.04, "Payment," of the Standard Specifications is superseded by the following:

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications, and elsewhere in these Special Provisions, will be borne solely by the Contractor.

If determined by the Engineer that additional flaggers are required during construction activities, Contractor shall provide flaggers at no additional cost to the County.

The Contractor shall furnish, install, maintain, move, remove, and dispose of all signs, lights, flares, barricades, and other facilities for the convenience and safety of the public, as required by these Special Provisions and Section 7-1.03, Section 7-1.04, and Section 12 of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavations adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations approved by the Engineer within limits of the highway right of way.

When temporary lane configuration changes are allowed to facilitate that day's construction activity, the Contractor, unless otherwise directed by the Engineer, shall restore lane configurations to pre-construction conditions at the end of the workday or during periods when active construction is not taking place.

#### **BASEL CONDITION:**

##### **During Construction Activities**

**Construction on Baldwin Lane shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project.**

***In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Engineer and the***

**Elementary School, Middle School and High School. The point of contact for the schools can be found in Section 10-1.28 "Coordination" elsewhere in these Special Provisions.**

**The Contractor shall adhere to the operating hour restrictions as determined and as directed by the Engineer.**

**At any given time when the number of lanes on Baldwin Lane, Maple Lane, or Creekside Lane are reduced to one lane for both directions of travel, construction work zones shall be limited to one location per street for both directions of travel and delays to motorists shall be limited to 10 minutes in time or as otherwise specified in these Special Provisions or approved by the Engineer.**

**On Baldwin Lane for east and west bound traffic:** Public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot graded and compacted or paved lane for both direction of travel if flaggers are used. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations.

**On Maple Lane and Creekside Lane:** Public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot graded and compacted or paved lane for both direction of travel if flaggers are used. In order to control traffic, additional flaggers shall be required at any intersecting street or streets in between locations where flaggers have the traffic queued for paving operations.

Attention is directed to "Order of Work" and "Permit" sections elsewhere in these special provisions.

**Pedestrian safety;** The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks or crosswalks at intersections shall be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided, the Contractor shall be allowed to close sidewalk ramp areas where approved by the Engineer. The Contractor shall post sidewalk closure signs at these ramp locations at least two (2) days prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these Special Provisions.

In cases where existing paved road widths are less than 24 feet, the Contractor may be allowed to utilize graded and compacted lane(s) as approved by the Engineer.

## **II. During Non-construction activities**

**On Baldwin Lane, Maple Lane and Creekside Lane the Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved**

*traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress. The Contractor shall stage his construction operations accordingly in order to meet the above requirements.*

*Attention is also directed to "Order of Work," and "Public Safety," and "Permits and Agreements" sections of these Special Provisions for traffic control requirements.*

### **C. MEASUREMENT AND PAYMENT:**

The contract lump sum price paid for **Traffic Control System** shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, installing, maintaining, relocating as necessary, removing and disposing of the advance warning signs (AWS) including payment for permits, is included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of these Special Provisions and those in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

Full compensation for furnishing, erecting, maintaining, and removing any additional construction area signs and other traffic control components including AWS the Contractor may deem necessary shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for furnishing, installing, distributing, and removing the "Notice to Residents" shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

Full compensation for traffic control staging is included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the Standard Specifications. No adjustment will be made for decreases.

### **10-1.09 PORTABLE CHANGEABLE MESSAGE SIGNS**

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the Standard Specifications.

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to provide drivers along Baldwin Lane and Maple Lane with advanced warning of the project and to provide the drivers with up to date information on the traffic conditions during construction. Contractor shall coordinate the placement of the PCMSs and the information shown on the signs with the Engineer.

**The PCMS shall be installed as a second order of work and shall occur two (2) weeks prior to the start of construction. Contractor shall provide a minimum of four (4) message signs.**

Contractor's attention is directed to the Section entitled, "Permits," elsewhere in these Specifications.

The location of the PCMS shall be determined by the Contractor in accordance with the specifications herein for review and approval by the Engineer. The signs shall be maintained and relocated if necessary as determined by the Engineer during construction. Recommended locations for the message boards are:

- 1. On Baldwin Lane and Creekside Lane:**  
Westbound on Baldwin Lane
- 2. On Baldwin Lane and Walnut Moreno Lane:**  
Eastbound on Baldwin Lane
- 3. On Maple Lane and Baldwin Lane South:**  
Eastbound on Baldwin Lane  
Westbound on Baldwin Lane
- 4. On Maple Lane and Baldwin Lane North:**  
Northbound on Baldwin Lane  
Southbound on Baldwin Lane

If the Engineer determines that additional PCMS are necessary, they will be installed by the Contractor at no additional cost to the County.

Location of the temporary traffic controls, regulatory, warning and guide signs have a higher priority than the PCMS. The PCMS shall be placed where they can be easily identified with the corresponding project. If the placement of PCMS conflicts with the newly installed higher priority signs, such as the temporary traffic control devices or other priority devices, the PCMS shall be relocated by the Contractor at no extra cost to the County.

Due to public safety concerns, the PCMS shall not be allowed at the following locations:

- a) On the front, back, adjacent to or around any traffic control device, including traffic signs, traffic control device posts or structures, and
- b) At key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions. These locations include but are not limited to, stop or yield signs, and areas of limited sight distances.



PCMS shall be removed at the completion of the project.

The contract unit price paid for **Portable Changeable Message Sign** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, placing, maintaining, relocating as necessary, and removing PCMS, as specified in the Standard Specification and these Special Provisions.

#### **10-1.10 TEMPORARY PAVEMENT DELINEATION**

This work, Temporary Pavement Delineation, shall consist of installing, maintaining, and removing temporary striping, pavement markings, channelizers, cones, and other devices necessary to the safe movement of public traffic through the project area and shall conform to the provisions in Section 12-6, "Temporary Pavement Delineation," of the Standard Specifications, the California Manual on Uniform Traffic Control Devices – Part 6 (latest edition - published by the State Department of Transportation), and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

It is recognized that some conditions may prevail under which the Contractor and other agencies may share in responsibilities for the public safety being affected by the work under this contract. It is, however, agreed among the parties to the necessary renewal, connection to, and replacement of effective traffic controls normally applied to the pavement shall fall within the Contractor's sole liability.

**GENERAL** - Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

On multilane roadways, edgeline delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

**TEMPORARY LANELINE AND CENTERLINE DELINEATION** - Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6F.79. The temporary reflective raised pavement markers shall be the same color as the laneline or

centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary reflective raised pavement markers shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is indicated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3aP "NEXT \_\_\_\_ MILES" signs shall be installed beneath the W20-1 signs installed ahead of "no passing" zones. R4-2 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in Section 12-5.1, "Construction Area Signs," of the Standard and Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary laneline and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for such areas when required, shall be considered as included in the lump sum contract price paid for **Traffic Control System** and no separate payment will be made therefor.

**TEMPORARY EDGE LINE DELINEATION** - Whenever edgelines are obliterated the temporary pavement delineation to replace those edgelines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the job site to maintain the cones or delineators during all hours of the day that they are in use.

Channelizers used for temporary edgeline delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled, "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's opinion, one of the surface mount types (36") listed in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining and removing the temporary edgeline delineation shall be considered as included in the lump sum price paid for **Traffic Control System** and no separate payment will be made therefor.

### **AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria as specified with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the lump sum price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

#### **10-1.11 EXISTING FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 85, "Existing Facilities," of the Standard Specifications and these special provisions.

#### **10-1.11.1 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall consist of the removal and disposal of existing or temporary traffic stripes, pavement markings, pavement markers, etc., in preparation for either the application of temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 84-9, "Existing Markings," of the Standard Specifications and these Special Provisions.

Traffic stripe and pavement marking removal shall be by sandblasting or grinding.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for Remove Traffic Stripes and Pavement Markings and no additional payment will be made therefor. Units of measure for payment for removal of stripes and pavement markings shall be based on the physical dimensions of the device being removed, prior to removal. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, Section 12-6, "Temporary Pavement Delineation," and Section 15, "Existing Highway Facilities," of the Standard Specifications.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The adjustment provisions in Section 4-1.04, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of Remove Traffic Stripes and Pavement Markings.

The contract price paid in linear feet for **Remove Traffic Stripes** and in square feet for **Remove Pavement Markings** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions.

Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the **various contract items** related to such work, and no additional payment will be made under Remove Traffic Striping and Remove Pavement Markings.

#### **10-1.11 REMOVE ASPHALT CONCRETE SURFACING**

This work shall consist of removing existing bituminous surfacing including asphalt concrete dikes within the limits shown on the plans and marked in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Existing bituminous surfacing shown on the plans to be removed approximate 0.6' full depth asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

The Contractor shall test Yellow traffic striping and pavement-marking material prior to removal. If the materials contain hazardous materials, appropriate handling and disposal will be required.

The removed surfacing materials shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Existing asphalt surfacing shall be saw cut to a neat, true line and removed where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

The contract unit price paid per lineal foot for **Remove Asphalt Concrete Ditch** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing, including hauling and disposing of surfacing outside the highway right of way or hauling and placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

The contract unit price paid per square yard for **Remove Asphalt Concrete Surfacing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing, including hauling and disposing of surfacing outside the highway right of way or hauling and placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

#### **10-1.11C RESET AND RELOCATE ROADSIDE SIGNS**

This work, Reset Roadside Signs, shall consist of the relocation of existing roadside signs to maintain communication to public traffic that has existed prior to new construction, and replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, "Existing Facilities," Section 82-3, "Roadside Signs," and Section 82-9, "Existing Roadside Signs and Markers," of the Standard Specifications and these Special Provisions.

Relocated signs shall be installed in accordance with the horizontal and vertical dimensions specified in CA MUTCD 2014, Fig 2A-2 (CA) and County Standard Plan 303a, 303b and shall be reset on the same day as removal.

Existing wood posts shall, upon being reset, have two holes drilled, as designated by the Engineer, to create a "breakaway" feature.

The intent is that signs will be relocated as units, including posts and hardware. Should the posts, hardware, or sign panels be determined, by the Engineer, to be unsuitable the following shall apply:

1. Sign panels will be furnished by the County and installed by the Contractor at no additional cost to the County.
2. Hardware, such as back braces, nuts and bolts, etc. shall be furnished by the Contractor, as incidental to the proposed relocation and no additional payment will be made therefor.
3. If existing posts are determined, by the Engineer, to be unusable; new posts meeting the Engineer's specifications shall be furnished and installed by the Contractor. Compensation therefor will be calculated by the Engineer, on a force account, and added to the payments for **Reset and Relocate Roadside Sign**, at a proportionate rate.
4. Installation of new sign panels (County furnished) onto existing posts or old sign panels onto new posts shall be considered as incidental to the preservation of public safety and convenience, and no payment beyond that calculated by the Engineer for **Reset and Relocate Roadside Sign** will be made therefor.

The Engineer will determine final location for roadside signs. Any interim, or temporary, positioning of signs necessary to conduct construction without exposing the public to danger or liability, shall be considered to be incidental to the Contractor's operations, and will not be separately compensated.

The contract unit price paid for **Reset and Relocate Roadside Sign** shall include, subject to the aforesaid exceptions, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work to relocate existing roadside signs (including but not limited to – stop signs, street name signs, regulatory signs and bus signs) as necessary for safe construction of the project, and payments therefor will be made in accordance with units counted and documented by the Engineer.

#### **10-1.11D REMOVE CONCRETE**

Removing concrete shall conform to the provisions in Section 15, "Existing Facilities," Section 17-2, "Clearing and Grubbing," and Section 19-1.03D, "Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Portions of existing sidewalks, curbs, gutters, cross gutter and spandrels which interfere with construction shall be removed.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be saw cut in a neat, true line to a minimum of 0.17 foot before concrete is removed. The locations of the cut lines shown on the plans are approximate only; the exact location will be determined by the Engineer.

Removed concrete shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications

Removal of existing concrete ramps, spandrel, curb, curb and gutters shall be measured in square yard and paid for as **Remove Concrete (Ramps and Sidewalks)** and no additional compensation will be allowed therefor.

Removal of existing concrete curb, curb and gutters shall be measured in lineal feet and paid for as **Remove Concrete (Curbs & Gutters)** and no additional compensation will be allowed therefor.

Removal of all other asphalt concrete if needed to construct Cross Gutters, Ramps, Spandrel or Curb and Gutters as noted above shall be considered as included in the prices paid for the **various contract items of work** and no additional compensation will be allowed therefor.

Removal of all other concrete shall be considered as included in the prices paid for the **various contract items of work** and no additional compensation will be allowed therefor.

#### **10-1.11E COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cut, planed at the locations and to the dimensions indicated on the plans and shall conform to the following provisions.

The provisions of Section 42-3, "Grinding", of the Standard Specifications shall not apply.

Planing asphalt concrete shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method. Cold planing machines shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Cold planing machines shall be operated so as not to produce fumes or smoke. Cold planing machines shall be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth, and shall be operated at a speed and in a manner to produce smooth surface. The noise level produced by the combined planing operation shall not exceed 85 dBA at a distance of 50 feet at right angles to the direction of travel.

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. Planing shall be performed in a manner to produce a straight cross slope between a minimum 0.08-foot depth of cut at the centerline established by the Engineer and a minimum 0.08-foot depth of cut at the outside edge as dimensioned on the typical cross section. Areas between these boundaries, where the existing surface is below this specified plane (i.e., transversely bridged by the planer) shall not be planed. At conform lines (street lines at intersections), transverse cuts shall be made to a minimum of 0.08-foot below the existing surface. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.



Planned widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines.

Where transverse joints are planed in the pavement at conform lines, no drop-off greater than 0.10-foot shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition shall be constructed. Asphalt concrete for a temporary transition shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary transitions shall be commercial quality "hot" or "cold" mix and shall be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete transitions shall be completely removed, including the removal of loose material from the underlying surface, before commencing subsequent restoration or paving operations. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Removal of the cold planed material shall be concurrent with the planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within seven (7) working days, as shown on the plans, and as directed by the Engineer.

Cold plane asphalt concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the specified depth of cut. Low areas in existing pavement, bridged by the cold planer when adjacent curbs meet the specified minimum depth, will not be deducted from the measured areas.

The contract price paid per square yard for **Cold Plane (0.10') Asphalt Concrete Pavement** shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals, and for doing all the work involved in cold planing and disposing of planed material; and constructing, maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.11F REMOVE TREES, MULTI-TREES, STUMP**

This work shall consist of removing and disposing of tree, multi tree and tree stumps, grinding of stumps and removing roots, as identified on the plans for removal and shall conform to the

provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

Trees, multi-tree and tree stumps are defined as having a main stem of six inches in diameter or more. A tree with multiple stems shall be measured and paid for as one (1) tree. Any trees less than six (6) inches in diameter shall be paid for under Clearing and Grubbing.

All trees, tree stumps as shown on the plans, shall be cut, stumps grinded, roots removed, and shall be disposed of in accordance with the provisions in Section 5-1.20B(4), "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The tree removal work must be done by a licensed Timber Operator (Type A or B) who must file or have on file a fire resources inventory or Fire Plan with the California Department of Forestry and Fire Protection. A Timber Operator's license is not required if proof is furnished that the trees will be disposed of at a sanitary landfill site or given away. For specific information and additional information, contact the Department of Forestry and Fire Protection 25 Mulberry Street, Riverside, CA 92501, Phone # (909) 712-1440.

Removal of trees, multi-tree or tree stumps shall include removal of stumps and roots 2-inches or larger size in diameter to a minimum of 12 inches below finish grade. Contractor shall remove tree roots within six (6) feet of the stump except within one (1) foot from the edge of curb or sidewalk. Holes resulting from stumps removal shall be backfilled to finish grade with earthy material obtained from adjacent areas.

The roots shall be removed in such a way to prevent damage to underground facilities. Any damages, repair or replacement thereof shall be done exclusively by the Contractor at no cost to the County. The voids left by removal of trees and stumps shall be backfilled with material free from any deleterious material and compacted to 95% of maximum density.

At no cost to the County, Contractor shall borne the expenses should there be any other trees, multi-trees, tree stump or downed stump/trees found within the project limits and not shown on the plan which is necessary to be removed and disposed of outside the highway right of way to clear construction as directed by the Engineer.

Full compensation for complying with all the requirements of the California Department of the Forestry, County and Local Fire agencies, and County and Local forestry management agencies shall be considered as included in the contract price paid for each Remove Tree and no additional compensation will be allowed therefore.

The contract lump sum price paid for **Remove Tree and Stump**, shall include furnishing all labor, materials, tools, equipment and incidentals, including backfill soil, and for doing all the work involved in cutting, grinding, removing, and disposing of the tree(s) and tree stumps and roots, as directed by the Engineer and as specified in the Standard Specifications and these Special Provisions.

### **10-1.12      CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be trimmed, cleared and grubbed only within the excavation and embankment slope lines as shown on plans and as determined by the Engineer.

All other vegetation to be removed including stumps and trees having a main stem of less than six inches in diameter, shall be included in the lump sum price paid for Clearing and Grubbing and no additional compensation shall be allowed therefor.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1, "Cleanup," of the Standard Specifications.

The contract lump sum price paid for **Clearing and Grubbing** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

### **10-1.13      WATERING**

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

The contract lump sum price paid for **Develop Water Supply** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in developing water supply and no additional compensation will be allowed therefor.

### **10-1.14      (ROADWAY)**

#### **A. ROADWAY EXCAVATION**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Excavation of embankment shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal, asphalt paving and/or concrete removal. Any work done to obtain the compaction requirements for the area or areas below the grading plane shall be the responsibility of the contractor and payment for such work shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Additional earthwork and grading at street intersections, shoulder backing, drainage access roads and access roads shall be responsibility of the contractor. Payment for such work shall be considered as included in the price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

The total quantity of embankment will be computed by the method specified for roadway excavation in Section 19-2.04, "Payment," of the Standard Specifications on the basis of the planned or authorized cross-section for embankments as shown on the plans and the measured ground surface.

The quantities of roadway excavation used in the embankment will be adjusted by multiplying by a specified grading factor of 0.8. No further adjustment will be made in the event that the specified grading factor does not equal the actual grading factor.

The locations of driveways shown on the plans are approximate only; the exact locations will be determined by the Engineer.

Attention is directed to Section, "Remove Concrete," of these Special Provisions.

Attention is directed to Section "**Remove Asphalt Concrete Surface**" of these Special Provisions.

Attention is directed to Subsection B. "**Structure Excavation**", below as to the payment.

After the completion of rough grading, the Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during trenching and backfilling operations of buried improvements and structure backfill; prior to placement of reinforcing steel or concrete within footing trenches; and during fine or precise grading for placement of concrete flatwork.

Excavation from quarries and borrow areas shall be designed and performed in a manner that optimizes resource removal. Borrow areas shall be constructed to 4:1 slopes.

Where cuts are required, the slopes shall be graded to look like naturally occurring contours.

## **B. STRUCTURE EXCAVATION AND BACKFILL**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

The second paragraph of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specifications is superseded by the following:

In addition, relative compaction of not less than 90 percent shall be obtained for the layer between 0.5' to 1.5' below the grading plane for the width of the pavement whether in excavation or in embankment.

Excavation and embankment shall be measured to the grading plane. Any work done to obtain the compaction requirements for the area or areas below the grading plane shall be the responsibility of the Contractor and payment for such work shall be considered as included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

For limits of payment for excavation and backfill see Caltrans Standard A62A, and A62F for details.

The compaction requirements for structure backfill, under Section 19-3.02C, "Structure Backfill," of the Standard Specifications are modified as follows:

Structure Backfill placed between structures and the vertical planes one foot outside neat lines of the structure footings shall be compacted to a relative compaction of not less than 95 percent.

Structure Backfill which is placed outside of the vertical planes one foot outside neat lines of the structure footings shall meet the requirements of Section 19-6, "Embankment

Construction,” of the Standard Specifications, and shall be compacted to a relative compaction of not less than 90 percent.

The limits of payment for structure excavation and backfill under Subsection 1 in Section 19-3.04. “Payment,” of the Standard Specifications is amended to read as follows:

The horizontal limits for computing pay quantities will be diagonal planes depicted on the contract cross section drawings, and extensions thereof determined by the Engineer.

In making excavations for the project, the Contractor shall be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property. All of the foregoing shall be at the Contractor’s expense.

Attention is directed to the cross-sections prepared for this project. It is recognized that there are varying methods of construction and that the specific results of site analysis for shoring and protection requirements will impact the total volume of excavation necessary to complete the project. Construction slopes shown on the cross-sections shall be considered within the following constraints:

The angles of construction slopes shown are for estimation purposes and actual slopes are to be verified in the Contractor’s design of shoring and trench protection. **COMPUTATION OF VOLUMES FOR PAYMENT OF EARTHWORK** - When surfaces of existing ground constitute boundaries for calculation of earthwork quantities for payment, these surfaces will be established by the Engineer from survey data obtained sufficiently close in time to the start of construction to eliminate the probability of major discrepancies.

Surfaces established by these surveys shall be the basis for calculation of earthwork quantities for payment.

**Not anticipated but if required, surplus excavated material including native material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in section 14-10, “Solid Waste Disposal and Recycling” and section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.**

**Imported material will be likely required for this project.** Full compensation for removing, stockpiling, hauling, placing is included in the contract price paid per cubic yard for **Imported Borrow** and no additional compensation will be allowed therefore.

Full compensation for removing, stockpiling, hauling, placing and/or disposing of the native material mix is included in the contract price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

#### **10-1.13 FINISHING ROADWAY**

Finishing Roadway shall conform to the provisions in Section 22, “Finishing Roadway,” Section 1-1.13, “Cleanup,” of the Standard Specifications, and these Special Provisions.

On projects where there is no earthwork associated with the construction, Finishing Roadway shall consist of the work necessary to accomplish final cleaning up. Such cleaning up shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties effected by the project or occupied by the Contractor during performance of the work.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved for finishing roadway shall be considered as included in the contract lump sum price paid for **Finishing Roadway** and no additional compensation will be allowed therefore.

#### **10-1.16 AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Reclaimed material may be substituted for aggregate base. Reclaimed material shall meet the grading and quality requirements for Class 2 aggregate base. Reclaimed material may be used up to 100 percent of the total volume of the aggregate used, under section 26, "Aggregate Bases," of the Standard Specifications.

The contract unit price paid per cubic yard for **Aggregate Base (Class 2)** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in hauling and constructing aggregate base, complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

#### **10-1.17 ASPHALT CONCRETE (RAP Optional)**

Asphalt concrete shall conform to the provisions in Section 39-2, "Hot Mix Asphalt" of the Standard Specifications and these special provisions.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. The aggregate for asphalt concrete shall conform to the **Type A, PG 64-16, 1/2-inch Aggregate Gradation (Road)** and **Type A, PG 70-10, 3/8-inch Aggregate Gradation (AC Dike)** specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
3. The asphalt binder grade shall be **PG 64-16 (Road)** **PG 70-10 (AC Dike)** for asphalt concrete.
4. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in accordance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

<http://www.dot.ca.gov/hq/esc/Translab/ormt/fpmlab.htm>

**Replace The First Paragraph of Section 39-2.01A(3)(d) “Test Results”, with:**

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results electronically to the Engineer.

**Add The Following as the First Paragraph of Section 39-2.01A(4)(b) “Job Mix Formula Verification”, with:**

At the Engineer’s sole discretion, the Engineer may choose to verify the full Job Mix Formula (JMF), or any portion thereof, or accept the Contractors submitted test results in lieu of verification testing in accordance with the following sections. In any case, this verification will serve the purposes of this project alone, and shall not be used for any other project.

**Remove the paragraphs of Section 39-2.01A(4)(b) “Job Mix Formula Verification”, as follows:**

Paragraph 9; which starts “You may adjust...”

Paragraph 10; which starts “For each HMA type...”

Paragraph 11; which starts “A verified JMF...”

**Replace Section 39-2.01A(4)(c) “Job Mix Formula Renewal”, with:**

**39-2.01A(4)(d) Reserved**

**Replace Section 39-2.01A(4)(d) “Job Mix Formula Modification”, with:**

**39-2.01A(4)(e) Reserved**

**Replace Section 39-2.01D “Payment” with:**

**39-2.01D Payment**

**Reserved**

**Replace the second paragraph of Section 39-2.02A(1) “Summary”, as follows:**

You may, by written request separate from the Job Mix Formula (JMF) submittal, request the Engineer allow you to use a Warm Mix Asphalt (WMA) Technology.

**Remove the first paragraph and table of Section 39-2.02B(4)(b) “Aggregate Gradations”.**

**Remove the second paragraph and table of Section 39-2.02C “Aggregate Gradations”.**

A prime/tack coat is required:

- a. Prime Coat shall be applied to the base prior to placing the Hot Mix Asphalt. Prime Coat shall be e-prime or approved equal and will be spread at a rate of 0.15 to 0.35 gal/sy, as directed by the Engineer.

- b. Tack coat shall be applied to existing pavement including planed surfaces, between layers of HMA and vertical surfaces of curbs, gutters, and construction joints. Tack coat must comply with the specifications for asphaltic emulsion in 2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

The price paid for asphalt concrete shall include all costs for prime or tack coat(s) applied to edges and between layers of asphalt concrete paving or overlay.

**Replace Section 39-2.02D "Payment" with:**

Quantities of asphalt concrete with/without RAP, will be paid for at the contract price per ton for **Asphalt Concrete (Type A)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

**10-1.18 ASPHALT CONCRETE (DIKES AND MISCELLANEOUS AREAS)**

Asphalt Concrete placed in dikes shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt concrete dikes and miscellaneous areas shall conform to the 3/8 inch maximum grading as specified in Section 39-2.02B(4)(b) "Aggregate Gradations", of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Asphalt binder grade for A.C. dike shall be PG 70-10.

Asphalt binder grade for A.C. driveway shall be Type A, PG 64-16, 1/2-inch Aggregate Gradation

Asphalt binder grade for miscellaneous areas shall be PG 70-10.

Location of asphalt concrete driveways or sidewalks are approximate and therefore Contractor shall notify the Engineer prior to construction.

Asphalt concrete placed in the work is paid separately at the contract price per ton for asphalt concrete of the type or Types designated in the Engineer's Estimate.

The miscellaneous areas to be paid for at the contract price per linear foot for **Place Asphalt Concrete Dike** in addition to the prices paid for the materials involved shall be limited to the 0.15' thick asphalt concrete sidewalks.

The miscellaneous areas to be paid for at the contract price per linear foot for **Place Asphalt Concrete (Driveway)** in addition to the prices paid for the materials involved.



The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete dike and placing asphalt concrete (miscellaneous area), complete in place, as shown on the plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

#### **10-1.19 MISCELLANEOUS CONCRETE CONSTRUCTION**

Concrete sidewalk shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete in the sidewalk shall be of Minor Concrete.

The second and third sentence of the first paragraph in Section 73-1.03B, "Subgrade Preparation," of the Standard Specifications is superseded by the following:

Relative compaction of not less than 95 percent shall be obtained in a minimum depth of 0.50-foot below the grading plane for the width of the traveled way, including cross gutters, driveways and spandrels. Where curb & gutter, cross gutter, spandrel, sidewalk, pedestrian ramps, driveways, curb outlet structure and gutter depression are to be constructed, the subgrade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 1-foot below the grading plane.

After compaction and grading, the sub grade shall be firm, hard, and unyielding.

Non-Pigmented curing compound shall be used on exposed concrete surfaces other than curb and gutter.

In the mountain and desert areas where freezing/thawing are seasonal, the concrete shall be air-entrained as provided in Section 10-1.02E(3), "Air-Entraining Admixtures," of the Standard Specifications. The air content after mixing and prior to placing shall be no more than 5.5 percent and no less than 4.0 percent.

**Retaining Curb Constructed at Ramp 3 per detail B** as shown on improvement plans will be paid for per contract unit price paid per cubic yard for **Minor Concrete (Pedestrian Ramps)** shall include full compensation for furnishing all labor, **rebar**, materials, equipment and incidentals including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The contract unit price paid per cubic yard for **Minor Concrete (Pedestrian Ramps) , Minor Concrete (Sidewalk)** shall include full compensation for furnishing all labor, materials, equipment and incidentals including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The contract unit price paid per lineal foot for **Minor Concrete 6" Concrete Curb, Minor Concrete 6" Concrete Curb and Gutter, and Minor Concrete 8" Concrete Curb** shall include full compensation for furnishing all labor, materials, equipment and incidentals including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

#### **10-1.20 ROCK TREATMENT**

Rock shall be cobblestone with maximum 8" to minimum 6" with one side flat and shall be hand-placement method.

Concrete shall be class 3 and shall conform to the provisions in Section 90, "Portland Cement Concrete" elsewhere in these special provisions.

Concrete shall fill all voids and bond together.

The contract unit price paid per square yard for **Rock Treatment** shall be considered to include furnishing all labor, materials (including concrete and rock), equipment, tools and incidentals, and for doing all work involved in constructing the concrete rock treatment, complete in place, including excavation and backfilling, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

#### **10-1.21 CURB RAMP DETECTABLE WARNING SURFACE**

Detectable Warning Surface is required at ramp location. The Detectable Warning Surface shall be constructed by a cast-in-place method or shall be installed, consisting of a prefabricated surface approved by the Engineer as shown on Caltrans Standard Plan RSPA88A.

**A glue down detectable warning surface is not allowed.**

The contract unit price paid for **Curb Ramp Detectable Warning Surface** shall include furnishing all labor, materials, equipment and incidentals needed for the construction or installation of the detectable warning surface as specified in these Special Provisions, and no additional compensation will be allowed therefore.

#### **10-1.22 MARKERS AND DELINEATORS**

Markers and Delineators shall conform to the provisions in Section 82-5, "Markers" and Section 81-2, "Delineators" of the Standard Specifications and in these Special Provisions.

Markers and delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbon. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type VII reflective sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

The contractor shall install CA Type L-1(CA)(OM2-2V) object marker per the CA MUTCD 2014 figure 2C-13(CA) at location(s) shown on the plan, height of the object marker shall be measured from the nearest flow line.

The contract unit price paid for **Object Marker - Type L-1(CA)(OM2-2V)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Object Marker - Type L-1(CA)(OM2-2V)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.23 TUBULAR HANDRAILING**

The pipe handrailing on the proposed sidewalk ramp (at Left of Sta. 13+82 to Sta. 14+05 Baldwin Lane- mounted on the curb) shall conform to the provisions in Section 81-3, "Railings and Barriers," of the Standard Specifications.

The contract price paid per linear foot for **Tubular Handrailing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work necessary to install handrailing as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

#### **10-1.24 PAVEMENT MARKERS (RECESSED)**

Recessed Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

Retroreflective pavement markers shall be recessed as shown on Standard Plan A20D.

The Contractor shall install two-way blue recessed retroreflective markers in accordance with Section 81-3 of the Standard Specification.

Location of the blue recessed retroreflective pavement markers shall be as shown on California MUTCD 2014 Figure 3B-102 (CA) "Examples of Fire Hydrant Location Pavement Markers," included within these Special Provisions and as directed by the Engineer.

The Contractor shall install Type D two way yellow recessed retroreflective markers as specified on plans.

Full compensation for furnishing and placing recessed pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Recessed – Retroreflective – Type D)** and no additional compensation will be allowed therefor.

Full compensation for furnishing and placing blue recessed pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Recessed – Retroreflective – Blue)** and no additional compensation will be allowed therefor.

#### **10-1.25 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS**

Materials and application for painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions of paint traffic stripes in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic stripes and pavement markings shall be white or yellow to match the color of the existing markings as shown on the plans and/or as determined by the Engineer.

Traffic stripes and pavement markings shall be painted at the locations shown on the plans and/or as determined by the Engineer.

The contract prices paid per linear foot for **Paint 6" wide Traffic Stripe (2-Coat)** and **Paint Double 6" wide Yellow Traffic Stripe (2-Coat)** and per square foot for **Paint Pavement Marking (2-Coat)** and **Paint 4" wide Traffic Stripe (2-Coats) Parking Lot Stripe** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **10-1.26 SURVEY MONUMENTS**

Attention is directed to Section 78-2, "Survey Monuments", of the Standard Specifications and these Special Provisions.

The Contractor shall request the County Surveyor to conduct a monument review survey at least two (2) weeks prior to the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide the contractor with locations of survey monuments prior to paving and will file the required pre-construction documentation. Monuments not disturbed or destroyed during normal construction activities which are within 0.20' of the existing surface prior to construction shall be left exposed at the completion of the paving project. The contractor shall install self-adhesive "I.D. Locators", or equivalent markers approved by the engineer, over monuments prior to paving and remove the markers at the completion of the paving.

The County Surveyor will reset or replace any survey monumentation located by the pre-construction survey which is destroyed or disturbed by normal construction activities associated with the project, and file the required documentation.

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-construction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place.

If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the Contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

#### **10-1.27 FIRE PLAN**

The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

- A. The Contractor shall be responsible for:
- obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work, if the phone number is other than 911,
  - immediately reporting to said agency all fires occurring within the limits of the project,
  - preventing all project personnel from setting open fires not a part of the work, unless a permit is obtained from the U.S. Forest Service and California Department of Forestry prior to the actual burning,
  - preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing all said fires,
  - Attention is directed to the following information:

U.S. Fire Service  
Mill Creek Station  
34701 Mill Creek Road  
Mentone, California 92359  
phone: (909) 794-1123

California Dept of Forestry  
Station 39  
11877 Oak Glen Road  
Oak Glen, California  
phone: (909) 797-8755

California Dept of Forestry  
Station 13  
11416 Bryant Street  
Yucaipa, California 92399  
phone: (909) 797-1000

California Dept of Forestry  
Station 18  
32004 Yucaipa Blvd  
Yucaipa California 92399  
phone: (909) 797-2313

- B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydrocarbon fueled engines, both stationary and mobile, including motor vehicles, with spark arresters that meet U.S. Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain said arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the U.S. Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines, or when equipped with scrubbers with properly maintained water levels.
- The Forest Service Spark Arrester Guide is available at all Forest Service offices.
- C. All fire pits shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. All equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of said area. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from such engine. A permit is required from the County Fire Warden for the temporary storage of flammable liquids above ground.

- E. The Contractor shall furnish each piece of equipment with the following:
- a) one shovel and one fully charged fire extinguisher UL rated at 2A 10 BC or more on each truck, personnel vehicle tractor, grader or other heavy equipment,
  - b) one shovel and one back-pack 5-gallon water-filled tank with pump for each welder,
  - c) one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rebar drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of said power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431 and the California Administrative Code, Title 14, Section 1234,
  - d) all shovels shall be size "0" or larger and shall be not less than 46 inches in length.
- F. The Contractor shall furnish a pickup truck and driver that will be available for the sole purpose of fire control during all working hours and as specified herein.
- a) The truck shall be equipped with 10 shovels, 5 axes, 2 backpack 5-gallon water-filled tanks with pumps, or other fire tools substituted on a one-to-one basis at the option of the Contractor if approved by the Engineer.
  - b) The truck shall be equipped with a 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4" hose on reel.
  - c) In addition to being available at the site of the work, the truck and operator shall patrol the area of construction for not less than 1/2 hour after the shutdown of the work.
- G. The Contractor shall be aware of the Fire Index and conform to the following:
- The Wild Land Fire Danger Rating System established by the United States Forest Service and the State of California Department of Forestry is designed to estimate the relative effect of weather on the several aspects of fire behavior, such as spread, intensity, and ignition.

The combination of these effects make up the Fire Index, the severity of which is as follows:

|     |        |      |           |         |
|-----|--------|------|-----------|---------|
| LOW | MEDIUM | HIGH | VERY HIGH | EXTREME |
|-----|--------|------|-----------|---------|

The daily Fire Index may be obtained from the U.S. Forest Service and the Department of Forestry. When the Fire Index is "Very High" or "Extreme", the Engineer will notify the Contractor for dissemination and action in the area affected.

When the Fire Index reaches "Very High", the following type of work shall be curtailed or discontinued:

- a) All falling of dead trees or snags shall be discontinued.
- b) No open burning will be permitted; all fires shall be extinguished.
- c) All welding shall be discontinued except in an enclosed building or within an area protected by fireproofing of all flammable material.
- d) All blasting shall be discontinued.
- e) Smoking will be permitted only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a firebreak, unless prohibited by other authority.
- f) Vehicular travel will be restricted to cleared areas except in case of emergency.

When the fire reaches "Extreme," the following precautions shall be taken in addition to those listed above:

- a) Any work of a nature which could start a fire shall require that properly equipped fire guard(s) be assigned to such an operation for the duration of the work.
- b) Smoking will be permitted only in automobiles and truck cabs equipped with an ashtray, unless prohibited by other authority.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

If field and weather conditions become such that the determination of the Fire Index is suspended, the provisions under Items "F" and "G" of this section will not be enforced for the period of the suspension of the determination of the Fire Index. The Engineer will notify the Contractor of the dates of the suspension and resumption of the determination of the Fire Index.

Prior to tree removal, welding, any open flame activity, flammable liquids storage, or blasting operations, the Contractor is required to obtain permits from the local U.S. Forest Service Ranger Station and the California Department of Forestry Station in Yuba. The Contractor shall comply with all provisions of the permits.

Full compensation for conforming to the provisions herein, including payment for permits, shall be considered as included in the lump sum item for Fire Plan and no separate payment will be made therefor.

#### **10-1.28 COORDINATION**

At a minimum the Contractor shall coordinate the construction activities two (2) weeks in advance prior to construction with cities, agencies, and schools below to minimize conflicts with their schedule:

| Entity                                                                | Type of Conflict                         | Hours of Conflict                    | Contact                                     | Phone Number/ E-mail/ Website                                                                                         |
|-----------------------------------------------------------------------|------------------------------------------|--------------------------------------|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Big Bear High School<br>351 Maple Ln, Big Bear City, CA 92386         | School Buses, Student Drop-Off & Pick-Up | School Hours<br>6 am-6 pm<br>M-Fri   | Dr.Mary Suzuki<br>Superintendent of Schools | Phone: (909) 585-6809<br><br>Website:<br><a href="https://bbhs.bearvalleyusd.org">https:// bbhs.bearvalleyusd.org</a> |
| Baldwin Elementary School<br>4400 Baldwin Ln, Big Bear City, CA 92314 | School Buses, Student Drop-Off & Pick-Up | School Hours<br>6:00 am-6pm<br>M-Fri | Catherine Tamayo<br>Principal               | Phone: (909) 585-7766<br><br>Website:<br><a href="https://bles.bearvalleyusd.org">https://bles.bearvalleyusd.org</a>  |

|                                                                                     |                                                |                                              |                            |                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Chautauqua High School<br>525 Maple Ln,<br>Sugarloaf City, CA<br>92386              | School Buses,<br>Student Drop-Off<br>& Pick-Up | School Hours<br>6:00 am-<br>6:00 pm<br>M-Fri | Lauri Martin,<br>Principal | Phone: (909) 585-2521<br><br>E-mail:<br><a href="mailto:Lauri.Martin@fUSD.net">Lauri.Martin@fUSD.net</a><br><br>Website:<br><a href="https://www.fUSD.net/palmetto">https://www.fUSD.net/palmetto</a> |
| Big Bear Fire Department<br>Station 283<br>550 Maple Ln, Big Bear Lake, CA<br>92315 |                                                | 24 hours<br>M-Sun                            | Jeff Willis<br>Fire Chief  | Phone: (909) 866-7566<br><br>Website:<br><a href="http://bigbearfire.com">http://bigbearfire.com</a>                                                                                                  |

It is the Contractor's responsibility to verify the schedules of the above mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

Additional contact information of other agencies may be provided to the Contractor during the pre-construction meeting.

Full compensation for conforming to the requirements of this section shall be considered as included in various contract items and no additional compensation will be allowed thereto.



***Section 100***  
***General Prevailing Wage***  
***Rate***  
***(Blue Pages)***

***inserted here***



California Department of  
**Industrial Relations**

## Index 2022-1 Southern California basic trade journeyman rates

General prevailing wage determinations  
made by the director of industrial relations

Pursuant to California Labor Code part 7,  
chapter 1, article 2, sections 1770, 1773, and 1773.1

| Determination                                                                             | Holidays,<br>scope of work,<br>travel &<br>subsistence | Predetermined<br>increase |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------|
| <a href="#">Asbestos Worker, Heat and Frost Insulator (d)</a>                             | Select One                                             | <a href="#">Increase</a>  |
| <a href="#">Asbestos and Lead Abatement (Laborer) (e)</a>                                 | Select One ▼                                           | No increase *             |
| <a href="#">Building/Construction Inspector and Field Supts and<br/>Material Tester +</a> | Select One ▼                                           | No increase *             |
| <a href="#">Carpenter</a>                                                                 | Select One ▼                                           | <a href="#">Increase</a>  |
| <a href="#">Cement Mason</a>                                                              | Select One ▼                                           | <a href="#">Increase</a>  |
| <a href="#">Cranes, Pile Driver and Hoisting Equipment (Operating<br/>Engineer) +</a>     | Select One ▼                                           | No increase *             |
| <a href="#">Dredge (Operating Engineer) (e)</a>                                           | Select One ▼                                           | No increase *             |
| <a href="#">Drywall Installer (Carpenter)</a>                                             | Select One ▼                                           | No increase *             |
| <a href="#">Electrician Constructor</a>                                                   | Select One ▼                                           | No increase *             |
| <a href="#">Fence Builder (Carpenter) (e)</a>                                             | Select One ▼                                           | No increase *             |
| <a href="#">Fire Safety and Miscellaneous Sealing (e) +</a>                               | Select One ▼                                           | <a href="#">Increase</a>  |
| <a href="#">Gunitite Worker (Laborer) (e)</a>                                             | Select One ▼                                           | No increase *             |
| <a href="#">Horizontal Directional Drilling (Laborer)(e)</a>                              | Select One ▼                                           | No increase *             |
| <a href="#">Housemover (Laborer)</a>                                                      | Select One ▼                                           | No increase *             |
| <a href="#">Laborer</a>                                                                   | Select One ▼                                           | No increase *             |
| <a href="#">Landfill Worker (Operating Engineer) (e)</a>                                  | Select One ▼                                           | <a href="#">Increase</a>  |
| <a href="#">Landscape Irrigation Laborer</a>                                              | Select One ▼                                           | No increase *             |

|                                                                                                           |              |               |
|-----------------------------------------------------------------------------------------------------------|--------------|---------------|
| <a href="#">Landscape Maintenance Laborer (e)</a>                                                         | Select One ▼ | No increase * |
| <a href="#">Landscape Operating Engineer (e)</a>                                                          | Select One ▼ | No increase * |
| <a href="#">Light Fixture Maintenance</a>                                                                 | Select One ▼ | No increase * |
| <a href="#">Modular Furniture Installer (Carpenter) (e)</a>                                               | Select One ▼ | No increase * |
| <a href="#">Operating Engineer</a> +                                                                      | Select One ▼ | No increase * |
| <a href="#">Parking and Highway Improvement (Striping, slurry &amp; seal coat operations-Laborer) (e)</a> | Select One ▼ | No increase * |
| <a href="#">Teamster</a> +                                                                                | Select One ▼ | No increase * |
| <a href="#">Tree Maintenance (Laborer) (e)</a>                                                            | Select One ▼ | No increase * |
| <a href="#">Tunnel Worker (Laborer)</a>                                                                   | Select One ▼ | No increase * |
| <a href="#">Tunnel (Operating Engineer)</a> +                                                             | Select One ▼ | No increase * |

#### [Return to main table](#)

+ Includes shift pay determinations.

\* A single asterisk after the expiration date of a determination indicates that no increase is required for projects advertised while that determination is in effect. A determination remains in effect until it is canceled, modified, or superseded by a new determination by the Director of Industrial Relations. A new determination will become effective 30 days after it is issued. Contact the Office of the Director - Research Unit at (619) 703-4774 after 30 days from the expiration date, if no subsequent determination is issued.

d. Includes San Diego County; excludes Mono County.

e. Includes San Diego County.

To view the above current prevailing wage determinations, current predetermined increases, and the current holiday, advisory scope of work, and travel and subsistence provisions for each craft, you must first download a free copy of the Adobe Acrobat Reader available by clicking on the icon below:



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: Carpenter and Related Trades<sup>#</sup>**

**Determination:**

SC-23-31-2-2022-1

**Issue Date:**

February 22, 2022

**Expiration date of determination:**

June 30, 2022\* 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 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Area 1: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Area 2: Inyo, Kern, and Mono counties.

**Wages and Employer Payments:**

| Classification<br>(Journeyman)                                                                                                    | Basic<br>Hourly<br>Rate <sup>a</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>b</sup> | Training | Other <sup>c</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>d</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>e</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------|---------|-----------------------------------------|----------|--------------------|-------|-------------------------|-------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|
| Carpenter <sup>f g</sup> , Cabinet<br>Installer, Insulation Installer,<br>Hardwood Floor Worker,<br>Acoustical Installer (Area 1) | \$44.44                              | \$8.00                   | \$5.66  | \$7.16                                  | \$0.62   | \$2.44             | 8.0   | \$68.32                 | \$90.54                                                     | \$90.54                                                        | \$112.76                                                  |
| Carpenter <sup>f g</sup> , Cabinet<br>Installer, Insulation Installer,<br>Hardwood Floor Worker,<br>Acoustical Installer (Area 2) | \$43.89                              | \$8.00                   | \$5.66  | \$7.16                                  | \$0.62   | \$2.44             | 8.0   | \$67.75                 | \$89.685                                                    | \$89.685                                                       | \$111.62                                                  |
| Pile Driverman <sup>h</sup> , Derrick<br>Bargeman, Rockslinger,<br>Bridge or Dock Carpenter,<br>Cable Splicer                     | \$44.57                              | \$8.00                   | \$5.66  | \$7.16                                  | \$0.57   | \$2.49             | 8.0   | \$68.45                 | \$90.735                                                    | \$90.735                                                       | \$113.02                                                  |

| Classification<br>(Journey person)              | Basic<br>Hourly<br>Rate <sup>a</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>b</sup> | Training | Other<br><sup>c</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>d</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>e</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|-------------------------------------------------|--------------------------------------|--------------------------|---------|--------------------------------------------|----------|-----------------------|-------|-------------------------|-------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|
| Bridge Carpenter <sup>f</sup>                   | \$44.57                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.41                 | \$90.735                                                    | \$90.735                                                       | \$113.02                                                  |
| Shingler (Area 1) <sup>f</sup>                  | \$44.57                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.41                 | \$90.735                                                    | \$90.735                                                       | \$113.02                                                  |
| Shingler (Area 2) <sup>f</sup>                  | \$44.01                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$67.89                 | \$89.895                                                    | \$89.895                                                       | \$111.90                                                  |
| Saw Filer (Area 1)                              | \$44.53                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.41                 | \$90.675                                                    | \$90.675                                                       | \$112.94                                                  |
| Saw Filer (Area 2)                              | \$43.87                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$67.75                 | \$89.685                                                    | \$89.685                                                       | \$111.62                                                  |
| Table Power Saw Operator<br>(Area 1)            | \$44.54                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.42                 | \$90.69                                                     | \$90.69                                                        | \$112.96                                                  |
| Table Power Saw Operator<br>(Area 2)            | \$44.97                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.85                 | \$91.335                                                    | \$91.335                                                       | \$113.82                                                  |
| Pneumatic Nailer or Power<br>Stapler (Area 1)   | \$44.69                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.57                 | \$90.915                                                    | \$90.915                                                       | \$113.26                                                  |
| Pneumatic Nailer or Power<br>Stapler (Area 2)   | \$44.13                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.01                 | \$90.075                                                    | \$90.075                                                       | \$112.14                                                  |
| Roof Loader of Singles<br>(Area 1)              | \$31.81                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$55.69                 | \$71.595                                                    | \$71.595                                                       | \$87.50                                                   |
| Roof Loader of Shingler<br>(Area 2)             | \$31.76                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$55.64                 | \$71.52                                                     | \$71.52                                                        | \$87.40                                                   |
| Scaffold Builder                                | \$35.64                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$59.52                 | \$77.34                                                     | \$77.34                                                        | \$95.16                                                   |
| Millwright <sup>f</sup>                         | \$44.94                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.64                | 8.0   | \$69.02                 | \$91.49                                                     | \$91.49                                                        | \$113.96                                                  |
| Head Rockslinger                                | \$44.67                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.55                 | \$90.885                                                    | \$90.885                                                       | \$113.22                                                  |
| Rock Bargeman or Scowman                        | \$44.47                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.35                 | \$90.585                                                    | \$90.585                                                       | \$112.82                                                  |
| Diver, Wet<br>(Up To 50 Ft. Depth) <sup>i</sup> | \$117.14 <sup>j</sup>                | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$121.02                | \$169.59                                                    | \$169.59                                                       | \$218.16                                                  |
| Diver, (Stand-By) <sup>i</sup>                  | \$48.57 <sup>j</sup>                 | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$72.45                 | \$96.735                                                    | \$96.735                                                       | \$121.02                                                  |
| Diver's Tender <sup>i</sup>                     | \$47.57                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$71.45                 | \$95.235                                                    | \$95.235                                                       | \$119.02                                                  |
| Assistant Tender (Diver's)                      | \$44.57                              | \$8.00                   | \$5.66  | \$7.16                                     | \$0.62   | \$2.44                | 8.0   | \$68.45                 | \$90.735                                                    | \$90.735                                                       | \$113.02                                                  |

**Determination:**  
SC-31-741-1-2021-1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**

May 31, 2022\*\* 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.

**Wages and Employer Payments:**

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>b</sup> | Training | Hours | Total<br>Hourly<br>Rate | Family<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>k</sup> | Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|------------------------------------|-------------------------|--------------------------|---------|--------------------------------------------|----------|-------|-------------------------|-------------------------------------------------|----------------------------------------------------------------|------------------------------------------------|
| Terrazzo Installer                 | \$41.66                 | \$8.00                   | \$5.66  | \$4.59                                     | \$0.50   | 0     | \$60.41                 | \$81.24                                         | \$81.24                                                        | \$102.07                                       |
| Terrazzo Finisher                  | \$35.16                 | \$8.00                   | \$5.66  | \$4.59                                     | \$0.50   | 0     | \$53.91                 | \$71.49                                         | \$71.49                                                        | \$89.07                                        |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Basic Hourly Rates for Area 2 include an additional amount deducted for vacation/holiday.

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

<sup>c</sup> Includes an amount for Annuity.

<sup>d</sup> All overtime worked Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

<sup>e</sup> First eight (8) hours worked on Saturday shall be paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a 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.

<sup>f</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

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- <sup>g</sup> A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.
- <sup>h</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.
- <sup>i</sup> Shall receive a minimum of 8 hours pay for any day or part thereof.
- <sup>j</sup> For specific rates over 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.
- <sup>k</sup> Saturdays in the same work week may be worked at straight-time rates if a 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. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

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: Asbestos Worker, Heat and Frost Insulator<sup>#</sup>**

**Determination:**  
SC-3-5-1-2021-1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**

July 3, 2022\*\* 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.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension             | Vacation<br>and<br>Holiday | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | Daily<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate |
|------------------------------------|-------------------------|--------------------------|---------------------|----------------------------|----------|--------|-------|-------------------------|------------------------------------------------|----------------------------------------------|---------------------------------------------------|-------------------------------------------------|--------------------------------------------------|
| Mechanic                           | \$47.25 <sup>a</sup>    | \$11.28 <sup>b</sup>     | \$8.12 <sup>c</sup> | \$3.56                     | \$1.40   | \$0.00 | 8.0   | \$71.70                 | \$95.325 <sup>d</sup>                          | \$118.95                                     | \$95.325 <sup>e</sup>                             | \$118.95                                        | \$118.95 <sup>f</sup>                            |



**Determination:**

SC-3-5-3-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

July 3, 2022\* 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 10 days from the expiration date, if no subsequent determination is issued.

**Wages and Employer Payments:**

| Classification                      | Basic Hourly Rate    | Health and Welfare  | Pension | Vacation and Holiday | Training | Other  | Hourly Rate | Total Hourly Rate | Daily Overtime Hourly Rate (1 ½ X) | Daily Overtime Hourly Rate (2 X) | Saturday Overtime Hourly Rate (1 ½ X) | Saturday Overtime Hourly Rate (2 X) | Sunday/ Holiday Overtime Hourly Rate |
|-------------------------------------|----------------------|---------------------|---------|----------------------|----------|--------|-------------|-------------------|------------------------------------|----------------------------------|---------------------------------------|-------------------------------------|--------------------------------------|
| Hazardous Material Handler Mechanic | \$22.40 <sup>g</sup> | \$6.08 <sup>h</sup> | \$6.17  | \$0.00               | \$0.82   | \$0.00 | 8.0         | \$35.47           | \$46.67                            | \$0.00                           | \$46.67                               | \$0.00                              | \$46.67 <sup>i</sup>                 |

**Note:**

Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

**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 6000 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

<sup>b</sup> Includes \$0.01 for Occupational Health Plan.

<sup>c</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

<sup>d</sup> Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

<sup>e</sup> Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

<sup>f</sup> \$166.20 per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sunday and observed holidays may be worked at the time and one half rate.

<sup>g</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

<sup>h</sup> Includes \$0.40 for medical monitoring in compliance with industry regulation procedures and \$0.01 for Occupational Health Plan.

<sup>i</sup> \$80.27 per hour for work on Labor Day.

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: TREE MAINTENANCE (LABORER)<sup>1</sup>**

(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION)<sup>2</sup>

**Determination:**

SC-102-X-20-2022-1

**Issue Date:**

February 22, 2022

**Expiration date of determination:**

June 30, 2022\*\* 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.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

**Wages and Employer Payments:**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1 ½ X) | Sunday/Holiday<br>Overtime Hourly<br>Rate (2 X) |
|---------------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|--------|-------|-------------------------|----------------------------------------------------------|-------------------------------------------------|
| Senior Tree Trimmer                         | \$23.14                 | \$2.65                   | \$2.26  | \$2.47                     | \$0.00   | \$0.30 | 8.0   | \$30.82                 | \$42.39                                                  | \$53.96                                         |
| Tree Trimmer                                | \$21.14                 | \$2.65                   | \$2.26  | \$2.27                     | \$0.00   | \$0.30 | 8.0   | \$28.62                 | \$39.19                                                  | \$49.76                                         |
| Groundperson                                | \$19.50                 | \$2.65                   | \$2.26  | \$2.12                     | \$0.00   | \$0.30 | 8.0   | \$26.83                 | \$36.58                                                  | \$46.33                                         |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 determination on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-7774.

<sup>1</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

<sup>2</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

<sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

<sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

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: Landfill Worker (Operating Engineer)**

**Determination:**

SC-63-12-41-2022-1

**Issue Date:**

February 22, 2022

**Expiration date of determination:**

June 30, 2022\*\* 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.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare <sup>a</sup> | Pension | Vacation<br>and<br>Holiday <sup>b</sup> | Hours | Total<br>Hourly<br>Rate <sup>c</sup> | Daily/Holiday<br>Overtime<br>Hourly Rate<br>(1 ½ X) <sup>d</sup> | Sunday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|------------------------------------|-------------------------|---------------------------------------|---------|-----------------------------------------|-------|--------------------------------------|------------------------------------------------------------------|-----------------------------------------------|
| Heavy Duty Repairman and/or Welder | \$35.55                 | \$6.22                                | \$9.65  | \$0.68 <sup>e</sup>                     | 8.0   | \$52.10                              | \$69.875                                                         | \$87.65                                       |
| Equipment Operator II              | \$26.70                 | \$6.05                                | \$9.65  | \$0.51 <sup>f</sup>                     | 8.0   | \$42.91                              | \$56.26                                                          | \$69.61                                       |
| Equipment Operator III             | \$27.70                 | \$6.07                                | \$9.65  | \$0.53 <sup>g</sup>                     | 8.0   | \$43.95                              | \$57.80                                                          | \$71.65                                       |
| PM Tech                            | \$24.90                 | \$6.02                                | \$9.65  | \$0.48 <sup>h</sup>                     | 8.0   | \$41.05                              | \$53.50                                                          | \$65.95                                       |
| Laborer/Spotter                    | \$17.43                 | \$5.88                                | \$4.07  | \$0.34 <sup>i</sup>                     | 8.0   | \$27.72                              | \$36.435                                                         | \$45.15                                       |

**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 1700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 determination on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-7774.

<sup>a</sup> Includes amounts for Sick Leave and Health Insurance that apply to the first 173.33 hours worked per month.

<sup>b</sup> This amount applies to the first 173.33 hours worked per month.

<sup>c</sup> Computation is based on the first year of employment. This rate should be increased by any applicable vacation increase as stated in the other footnotes.

<sup>d</sup> Rate applies to all hours worked in excess of forty (40) hours in a workweek or in excess of eight (8) hours in any one day. Rate also applies to sixth consecutive day of work. For any daily hours worked in excess of twelve (12) hours the Sunday overtime rate would apply.

<sup>e</sup> \$1.37 after 2 years of service; \$2.05 after 5 years of service.

<sup>f</sup> \$1.03 after 2 years of service; \$1.54 after 5 years of service.

<sup>g</sup> \$1.07 after 2 years of service; \$1.60 after 5 years of service.

<sup>h</sup> \$0.96 after 2 years of service; \$1.44 after 5 years of service.

<sup>i</sup> \$0.67 after 2 years of service; \$1.01 after 5 years of service.

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: Fire Safety and Miscellaneous Sealing**

**Determination:**  
SC-3-5-4-2021-1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
August 31, 2022\* 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.

**Localities:**  
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person)                                                       | Basic<br>Hourly<br>Rate <sup>d</sup> | Health<br>and<br>Welfare <sup>e</sup> | Pension | Vacation<br>and<br>Holiday | Other  | Hours | Total<br>Hourly<br>Rate | Daily and<br>Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>a</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(3 X) <sup>b</sup> |
|------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------|---------|----------------------------|--------|-------|-------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Asbestos Worker, Fire Safety<br>Technician – Class I<br>(0-2000 hrs) <sup>c</sup>        | \$19.60                              | \$10.01                               | \$0.00  | \$0.90                     | \$0.05 | 8.0   | \$30.56                 | \$40.36                                                                     | \$50.16                                                   | \$69.76                                                                |
| Asbestos Worker, Fire Safety<br>Technician – Class II<br>(2001-4000 hrs) <sup>c</sup>    | \$25.00                              | \$10.01                               | \$0.00  | \$1.26                     | \$0.05 | 8.0   | \$36.50                 | \$49.09                                                                     | \$61.68                                                   | \$86.86                                                                |
| Asbestos Worker, Fire Safety<br>Technician – Class III<br>(4001-6000 hrs) <sup>c</sup>   | \$27.71                              | \$10.01                               | \$8.12  | \$1.33                     | \$0.05 | 8.0   | \$47.24                 | \$61.105                                                                    | \$74.97                                                   | \$102.70                                                               |
| Asbestos Worker, Fire Safety<br>Technician – Class IV<br>(6001 or more hrs) <sup>c</sup> | \$32.09                              | \$10.01                               | \$8.12  | \$1.53                     | \$0.05 | 8.0   | \$51.80                 | \$67.845                                                                    | \$83.89                                                   | \$115.98                                                               |

**Wages and Employer Payments (Shift):**

| Classification<br>(Journeyman)<br>(Shift)                                                | Basic<br>Hourly<br>Rate <sup>d</sup> | Health<br>and<br>Welfare<br><sup>e</sup> | Pension | Vacation<br>and<br>Holiday | Other  | Hours | Total<br>Hourly<br>Rate | Daily and<br>Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>f</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(3 X) <sup>b</sup> |
|------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------|---------|----------------------------|--------|-------|-------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Asbestos Worker, Fire Safety<br>Technician – Class I<br>(0-2000 hrs) <sup>c</sup>        | \$19.60                              | \$10.01                                  | \$0.00  | \$0.90                     | \$0.05 | g     | \$39.56                 | \$40.36                                                                     | \$50.16                                                   | \$69.76                                                                |
| Asbestos Worker, Fire Safety<br>Technician – Class II<br>(2001-4000 hrs) <sup>c</sup>    | \$25.18                              | \$10.01                                  | \$0.00  | \$1.26                     | \$0.05 | g     | \$36.50                 | \$49.09                                                                     | \$61.68                                                   | \$86.86                                                                |
| Asbestos Worker, Fire Safety<br>Technician – Class III<br>(4001-6000 hrs) <sup>c</sup>   | \$27.73                              | \$10.01                                  | \$8.12  | \$1.33                     | \$0.05 | g     | \$47.24                 | \$61.105                                                                    | \$74.97                                                   | \$102.70                                                               |
| Asbestos Worker, Fire Safety<br>Technician – Class IV<br>(6001 or more hrs) <sup>c</sup> | \$32.09                              | \$10.01                                  | \$8.12  | \$1.53                     | \$0.05 | g     | \$51.80                 | \$67.845                                                                    | \$83.89                                                   | \$115.98                                                               |



**Determination:**

SC-204-X-18-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

August 31, 2022\*\* 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.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person)                                               | Basic<br>Hourly<br>Rate <sup>d</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>h</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily and<br>Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>i</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(3 X) <sup>b</sup> |
|----------------------------------------------------------------------------------|--------------------------------------|--------------------------|---------|-----------------------------------------|----------|--------|-------|-------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Plumber, Fire Safety<br>Technician – Class I<br>(0-2000 hrs) <sup>c</sup>        | \$20.78                              | \$8.25                   | \$0.00  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$30.58                 | \$40.97                                                                     | \$51.36                                                   | \$72.14                                                                |
| Plumber, Fire Safety<br>Technician – Class II<br>(2001-4000 hrs) <sup>c</sup>    | \$26.71                              | \$8.25                   | \$0.00  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$36.51                 | \$49.865                                                                    | \$62.61                                                   | \$88.10                                                                |
| Plumber, Fire Safety<br>Technician – Class III<br>(4001-6000 hrs) <sup>c</sup>   | \$29.78                              | \$8.25                   | \$7.12  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$46.70                 | \$61.59                                                                     | \$75.62                                                   | \$103.68                                                               |
| Plumber, Fire Safety<br>Technician – Class IV<br>(6001 or more hrs) <sup>c</sup> | \$34.58                              | \$8.25                   | \$7.12  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$51.25                 | \$68.415                                                                    | \$84.22                                                   | \$115.83                                                               |

**Wages and Employer Payments (Shift):**

| Classification<br>(Journeyman)<br>(Shift)                                        | Basic<br>Hourly<br>Rate <sup>d</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>h</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily and<br>Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>i</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(3 X) <sup>b</sup> |
|----------------------------------------------------------------------------------|--------------------------------------|--------------------------|---------|-----------------------------------------|----------|--------|-------|-------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Plumber, Fire Safety<br>Technician – Class I<br>(0-2000 hrs) <sup>c</sup>        | \$21.82                              | \$8.25                   | \$0.00  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$29.62                 | \$42.53                                                                     | \$53.44                                                   | \$75.26                                                                |
| Plumber, Fire Safety<br>Technician – Class II<br>(2001-4000 hrs) <sup>c</sup>    | \$27.98                              | \$8.25                   | \$0.00  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$37.78                 | \$51.77                                                                     | \$65.15                                                   | \$91.91                                                                |
| Plumber, Fire Safety<br>Technician – Class III<br>(4001-6000 hrs) <sup>c</sup>   | \$31.18                              | \$8.25                   | \$7.12  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$48.10                 | \$63.69                                                                     | \$78.42                                                   | \$107.88                                                               |
| Plumber, Fire Safety<br>Technician – Class IV<br>(6001 or more hrs) <sup>c</sup> | \$35.91                              | \$8.25                   | \$7.12  | \$0.00                                  | \$0.10   | \$1.45 | 8.0   | \$52.83                 | \$70.785                                                                    | \$87.38                                                   | \$120.57                                                               |

**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 [Director's General Prevailing Wage Determination Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

<sup>a</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>b</sup> No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

<sup>c</sup> The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

<sup>d</sup> Includes an amount per hour worked for Administrative Dues.

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<sup>e</sup> Includes an amount for Occupational Health and Research.

<sup>f</sup> Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>g</sup> When 2 or 3 shifts are employed, the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

<sup>h</sup> Vacation/Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly rate.

<sup>i</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

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: Cement Mason<sup>#</sup>**

**Determination:**

SC-23-203-2-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\*\* 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.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

| Classification<br>(Journey person)                                                                                                                                                                                                         | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup><br><sub>c</sub> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|---------|--------------------------------------------|----------|--------|-------|-------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------|
| Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator | \$40.05                 | \$8.38                   | \$10.26 | \$7.28                                     | \$0.64   | \$0.24 | 8.0   | \$66.85                 | \$86.875                                                    | \$86.875                                                                       | \$106.90                                                  |
| Magnesite, magnesite-terrazzo and mastic composition, epoxy Urethanes and exotic coatings, Dex-O-Tex                                                                                                                                       | \$40.17                 | \$8.38                   | \$10.26 | \$7.28                                     | \$0.64   | \$0.24 | 8.0   | \$66.97                 | \$87.055                                                    | \$87.055                                                                       | \$107.14                                                  |

| Classification<br>(Journey person)      | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup><br><sup>c</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|-----------------------------------------|-------------------------|--------------------------|---------|--------------------------------------------|----------|--------|-------|-------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------|
| Floating and Troweling Machine Operator | \$40.30                 | \$8.38                   | \$10.26 | \$7.28                                     | \$0.64   | \$0.24 | 8.0   | \$67.90                 | \$87.25                                                     | \$87.25                                                                        | \$107.40                                                  |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for supplemental duties.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

<sup>c</sup> Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

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

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2022-1

| CRAFT                    | CLASSIFICATION                                                         | CRAFT FOOTNOTE | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | BASIC HOURLY RATE FOOTNOTE | HEALTH AND WELFARE | HEALTH AND WELFARE FOOTNOTE | PENSION  | PENSION FOOTNOTE |
|--------------------------|------------------------------------------------------------------------|----------------|------------|-----------------|-------------------|----------------------------|--------------------|-----------------------------|----------|------------------|
| #BRICKLAYER, STONEMASON, | MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER             |                | 08/22/2021 | 04/30/2022**    | \$43.350          | A                          | \$9.000            |                             | \$8.480  |                  |
| #BRICKLAYER:             | MASON FINISHER                                                         |                | 08/22/2021 | 04/30/2022*     | \$37.000          |                            | \$9.250            |                             | \$9.310  |                  |
| #BRICK TENDER            |                                                                        | E              | 08/22/2021 | 06/30/2022*     | \$35.820          |                            | \$8.100            |                             | \$8.980  | F                |
| #BRICK TENDER            | FORKLIFT OPERATOR                                                      |                | 08/22/2021 | 06/30/2022*     | \$36.270          |                            | \$8.100            |                             | \$8.980  | E                |
| #CARPET, LINOLEUM,       | RESILIENT TILE LAYER                                                   |                | 02/22/2022 | 09/30/2022*     | \$39.000          | H                          | \$5.780            |                             | \$5.550  |                  |
| CARPET, LINOLEUM,        | MATERIAL HANDLER                                                       | J              | 02/22/2022 | 04/30/2022*     | \$5.000           |                            | \$5.780            |                             | \$1.940  |                  |
| #DRYWALL FINISHER        |                                                                        |                | 02/22/2022 | 09/30/2022*     | \$8.630           | H                          | \$8.850            |                             | \$8.130  |                  |
| #ELECTRICIAN:            | SOUND INSTALLER                                                        |                | 02/22/2022 | 04/30/2022*     | \$39.600          |                            | \$9.690            |                             | \$6.550  | M                |
| #ELECTRICIAN:            | INSIDE WIREMAN (ZONE A)                                                | P              | 08/22/2021 | 05/31/2022**    | \$45.750          | Q                          | \$10.860           |                             | \$13.690 | M                |
| #ELECTRICIAN:            | INSIDE WIREMAN (ZONE B)                                                | T              | 08/22/2021 | 05/31/2022**    | \$60.950          | Q                          | \$10.860           |                             | \$13.690 | M                |
| #ELECTRICIAN:            | CABLE SPLICER (ZONE A)                                                 | P              | 08/22/2021 | 05/31/2022**    | \$48.040          | Q                          | \$10.860           |                             | \$13.690 | M                |
| #ELECTRICIAN:            | CABLE SPLICER (ZONE B)                                                 | T              | 08/22/2021 | 05/31/2022**    | \$64.000          | Q                          | \$10.860           |                             | \$13.690 | M                |
| #ELECTRICIAN:            | TUNNEL WIREMAN (ZONE A)                                                | P              | 08/22/2021 | 05/31/2022**    | \$50.330          | Q                          | \$10.860           |                             | \$13.690 | M                |
| #ELECTRICIAN:            | TUNNEL WIREMAN (ZONE B)                                                | T              | 08/22/2021 | 05/31/2022**    | \$67.050          | Q                          | \$10.860           |                             | \$13.690 | M                |
| #FIELD SURVEYOR:         | CHIEF OF PARTY (018.167-010)                                           | V              | 02/22/2022 | 09/30/2022*     | \$55.260          |                            | \$11.850           |                             | \$13.150 |                  |
| #FIELD SURVEYOR:         | INSTRUMENTMAN (018.167-034)                                            | V              | 02/22/2022 | 09/30/2022*     | \$51.860          |                            | \$11.850           |                             | \$13.150 |                  |
| #FIELD SURVEYOR:         | CHAINMAN/ROD MAN (869.567-010)                                         | V              | 02/22/2022 | 09/30/2022*     | \$51.280          |                            | \$11.850           |                             | \$13.150 |                  |
| #GLAZIER                 |                                                                        |                | 02/22/2022 | 05/31/2022**    | \$50.300          | W                          | \$8.000            | X                           | \$13.850 |                  |
| #MARBLE FINISHER         |                                                                        |                | 08/22/2021 | 05/31/2022*     | \$35.900          | AA                         | \$9.000            |                             | \$4.270  |                  |
| #PAINTER:                | INTERIOR, LEAD ABATEMENT                                               | AE             | 02/22/2022 | 06/30/2022*     | \$34.420          | Q                          | \$9.000            |                             | \$4.940  |                  |
| #PAINTER:                | INDUSTRIAL PAINTER                                                     | AE             | 02/22/2022 | 06/30/2022*     | \$36.820          | Q                          | \$9.000            |                             | \$4.940  |                  |
| PAINTER:                 | GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD) | AG             | 02/22/2021 | 01/31/2022*     | \$24.000          |                            | \$8.400            |                             | \$1.000  |                  |
| PAINTER:                 | GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)          | AH             | 02/22/2021 | 01/31/2022*     | \$16.500          |                            | \$8.400            |                             | \$1.000  |                  |

| CRAFT                      | CLASSIFICATION                                                                   | CRAFT FOOTNOTE     | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | BASIC HOURLY RATE FOOTNOTE | HEALTH AND WELFARE | HEALTH AND WELFARE FOOTNOTE | PENSION  | PENSION FOOTNOTE   |
|----------------------------|----------------------------------------------------------------------------------|--------------------|------------|-----------------|-------------------|----------------------------|--------------------|-----------------------------|----------|--------------------|
| <b>PAINTER:</b>            | GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)                    | <a href="#">AI</a> | 02/22/2021 | 01/31/2022*     | \$17.370          |                            | \$8.400            |                             | \$1.000  |                    |
| <b>#PLASTERER</b>          |                                                                                  |                    | 08/22/2021 | 08/02/2022*     | \$38.860          |                            | \$9.380            |                             | \$8.020  |                    |
| <b>#PLASTER TENDER</b>     |                                                                                  | <a href="#">AM</a> | 08/22/2021 | 08/01/2022*     | \$39.670          |                            | \$8.100            |                             | \$9.720  |                    |
| <b>PLASTER TENDER</b>      | PLASTER CLEAN-UP LABORER                                                         |                    | 08/22/2021 | 08/01/2022*     | \$37.120          |                            | \$8.100            |                             | \$1.720  |                    |
| <b>#PLUMBER:</b>           | PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER                                       |                    | 08/22/2021 | 08/31/2022**    | \$53.830          | <a href="#">AQ</a>         | \$9.060            |                             | \$13.650 | <a href="#">AR</a> |
| <b>#PLUMBER:</b>           | SEWER AND STORM DRAIN PIPELAYER                                                  |                    | 08/22/2021 | 08/31/2022**    | \$40.940          | <a href="#">AQ</a>         | \$8.950            |                             | \$2.800  | <a href="#">AR</a> |
| <b>PLUMBER:</b>            | SEWER AND STORM DRAIN PIPE TRADESMAN                                             | <a href="#">AV</a> | 08/22/2021 | 08/31/2022**    | \$20.290          | <a href="#">AW</a>         | \$1.000            |                             | \$0.380  |                    |
| <b>#PLUMBER:</b>           | SERVICE & REPAIR (PLUMBER/HVAC-FITTER)                                           |                    | 08/22/2021 | 08/31/2022**    | \$52.200          | <a href="#">AQ</a>         | \$9.060            |                             | \$13.340 | <a href="#">AR</a> |
| <b>#PLUMBER:</b>           | LANDSCAPE/IRRIGATION FITTER                                                      |                    | 08/22/2021 | 08/31/2022**    | \$6.850           | <a href="#">A</a>          | \$9.060            |                             | \$13.650 | <a href="#">AR</a> |
| <b>PLUMBER:</b>            | LANDSCAPE/IRRIGATION TRADESMAN                                                   | <a href="#">AZ</a> | 08/22/2021 | 08/31/2022**    | \$16.090          | <a href="#">AR</a>         | \$3.000            |                             | \$1.160  | <a href="#">AR</a> |
| <b>#PLUMBER:</b>           | FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND) | <a href="#">BA</a> | 02/22/2021 | 12/31/2022*     | \$41.270          |                            | \$10.990           |                             | \$15.260 | <a href="#">BB</a> |
| <b>#PLUMBER:</b>           | FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND) | <a href="#">BC</a> | 02/22/2021 | 08/31/2022**    | \$50.920          |                            | \$10.990           |                             | \$17.350 |                    |
| <b>#ROOFER</b>             |                                                                                  |                    | 08/22/2021 | 07/31/2022**    | \$42.070          | <a href="#">BG</a>         | \$8.560            |                             | \$9.770  | <a href="#">E</a>  |
| <b>#ROOFER</b>             | PITCH WORK                                                                       |                    | 08/22/2021 | 07/31/2022**    | \$43.820          | <a href="#">BG</a>         | \$8.560            |                             | \$9.770  | <a href="#">E</a>  |
| <b>#ROOFER</b>             | PREPARER                                                                         |                    | 08/22/2021 | 07/31/2022**    | \$43.070          | <a href="#">BG</a>         | \$8.560            |                             | \$9.770  | <a href="#">E</a>  |
| <b>#SHEET METAL WORKER</b> |                                                                                  |                    | 08/22/2021 | 06/30/2022**    | \$50.230          | <a href="#">Q</a>          | \$11.120           |                             | \$17.680 | <a href="#">BK</a> |
| <b>#TERRAZZO FINISHER</b>  |                                                                                  |                    | 08/22/2021 | 08/31/2022*     | \$35.430          | <a href="#">H</a>          | \$9.000            |                             | \$4.350  |                    |
| <b>#TERRAZZO WORKER</b>    |                                                                                  |                    | 08/22/2021 | 08/31/2022*     | \$43.610          | <a href="#">H</a>          | \$9.000            |                             | \$4.610  |                    |
| <b>#TILE FINISHER</b>      |                                                                                  |                    | 08/22/2021 | 05/31/2022*     | \$30.470          | <a href="#">AA</a>         | \$9.000            |                             | \$2.750  |                    |
| <b>#TILE LAYER</b>         |                                                                                  |                    | 08/22/2021 | 05/31/2022*     | \$43.090          | <a href="#">AA</a>         | \$9.000            |                             | \$8.350  |                    |

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## FOOTNOTES

\* EFFECTIVE DATE 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.

\*\* 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.

# INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOBBY MEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. 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.
- M IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND AN AMOUNT FOR ADMINISTRATIVE MAINTENANCE FUND.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P ZONE A IS DEFINED AS THE PORTION OF SAN BERNARDINO COUNTY 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 N D STREET IN SAN BERNARDINO, CA 93401.
- Q INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- R IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.38 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- S RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
- T ZONE B INCLUDES ALL OF INYO AND MONO COUNTY AND THE PORTION OF SAN BERNARDINO COUNTY OVER 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 NORTH D STREET IN SAN BERNARDINO, CA 93401.
- U IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.48 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- V DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- W INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$3.75 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- X INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- Y INCLUDES AN AMOUNT PER HOUR WORKED AT STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Z RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AA INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AB RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AC RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.



- AD RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AE AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AF DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AG RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AH RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AI RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AJ INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AK SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AL RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AM THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHEN ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AN INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AO ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AP RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AR INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S ASSISTANCE.
- AS AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AT INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AU SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AV PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AW INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AX SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- AY DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- AZ TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- BA RATE APPLIES TO REMAINDER OF COUNTY.
- BB INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- BC APPLIES TO THE CITIES OF MONTARIO AND MONTCLAIR.
- BD INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- BE AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- BF RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BG INCLUDES AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- BH INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BI INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BJ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
- BK

PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

- BL RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- BM RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

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/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: 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/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). 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.

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

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2022-1

| CRAFT              | CLASSIFICATION                                         | CRAFT FOOTNOTE | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | BASIC HOURLY RATE FOOTNOTE | HEALTH AND WELFARE | HEALTH AND WELFARE FOOTNOTE | PENSION  | PENSION FOOTNOTE |
|--------------------|--------------------------------------------------------|----------------|------------|-----------------|-------------------|----------------------------|--------------------|-----------------------------|----------|------------------|
| #CARPET, LINOLEUM, | RESILIENT TILE LAYER - SECOND SHIFT                    |                | 02/22/2022 | 04/30/2022*     | \$47.940          | A                          |                    |                             | \$5.550  |                  |
| CARPET, LINOLEUM,  | MATERIAL HANDLER - SECOND SHIFT                        | B              | 02/22/2022 | 04/30/2022*     | \$18.000          | A                          | \$5.78             |                             | \$1.940  |                  |
| #ELECTRICIAN:      | SOUND INSTALLER 2ND SHIFT                              |                | 02/22/2022 | 11/30/2022*     | \$40.000          |                            | \$9.690            |                             | \$6.550  | C                |
| #ELECTRICIAN:      | SOUND INSTALLER 3RD SHIFT                              |                | 02/22/2022 | 11/30/2022*     | \$52.030          |                            | \$9.690            |                             | \$6.550  | C                |
| #ELECTRICIAN:      | INSIDE WIREMAN (ZONE A) 2ND SHIFT                      | H              | 08/22/2021 | 05/31/2022**    | \$3.66            | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | INSIDE WIREMAN (ZONE A) 3RD SHIFT                      | H              | 08/22/2021 | 05/31/2022**    | \$60.000          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | INSIDE WIREMAN (ZONE B) 2ND SHIFT                      | L              | 08/22/2021 | 05/31/2022**    | \$1.490           | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | INSIDE WIREMAN (ZONE B) 3RD SHIFT                      | L              | 08/22/2021 | 05/31/2022**    | \$2.090           | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | CABLE SPLICER (ZONE B) 2ND SHIFT                       | L              | 08/22/2021 | 05/31/2022**    | \$75.070          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | CABLE SPLICER (ZONE B) 3RD SHIFT                       | L              | 08/22/2021 | 05/31/2022**    | \$84.090          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | CABLE SPLICER (ZONE A) 2ND SHIFT                       | H              | 08/22/2021 | 05/31/2022**    | \$56.350          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | CABLE SPLICER (ZONE A) 3RD SHIFT                       | H              | 08/22/2021 | 05/31/2022**    | \$63.120          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | TUNNEL WIREMAN (ZONE A) 2ND SHIFT                      | H              | 08/22/2021 | 05/31/2022**    | \$59.030          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | TUNNEL WIREMAN (ZONE A) 3RD SHIFT                      | H              | 08/22/2021 | 05/31/2022**    | \$66.130          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | TUNNEL WIREMAN (ZONE B) 2ND SHIFT                      | L              | 08/22/2021 | 05/31/2022**    | \$78.640          | L                          | \$10.860           |                             | \$13.690 | C                |
| #ELECTRICIAN:      | TUNNEL WIREMAN (ZONE B) 3RD SHIFT                      | L              | 08/22/2021 | 05/31/2022**    | \$88.100          | L                          | \$10.860           |                             | \$13.690 | C                |
| #PAINTER:          | PAINTER, LEAD ABATEMENT (2ND SHIFT)                    | N              | 02/22/2022 | 06/30/2022*     | \$38.720          | L                          | \$9.000            |                             | \$4.940  |                  |
| #PAINTER:          | INDUSTRIAL PAINTER 2ND SHIFT                           | N              | 02/22/2022 | 06/30/2022*     | \$41.420          | L                          | \$9.000            |                             | \$4.940  |                  |
| #PLUMBER:          | PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT) |                | 08/22/2021 | 08/31/2022**    | \$61.420          | P                          | \$9.060            |                             | \$13.650 | Q                |
| #PLUMBER:          | SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)            |                | 08/22/2021 | 08/31/2022**    | \$46.900          | P                          | \$8.950            |                             | \$10.800 | Q                |
| PLUMBER:           | SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT)       | V              | 08/22/2021 | 08/31/2022**    | \$23.330          | W                          | \$9.200            |                             | \$0.380  |                  |
| #PLUMBER:          | SERVICE & REPAIR (PLUMBER/HVAC-FITTER) (2ND SHIFT)     |                | 08/22/2021 | 08/31/2022**    | \$59.540          | P                          | \$9.060            |                             | \$13.340 | Q                |
| #PLUMBER:          | LANDSCAPE/IRRIGATION FITTER SECOND SHIFT               |                | 08/22/2021 | 08/31/2022**    | \$41.970          | Z                          | \$9.060            |                             | \$13.650 | Q                |

| CRAFT     | CLASSIFICATION                                                                              | CRAFT FOOTNOTE     | ISSUE DATE | EXPIRATION DATE | BASIC HOURLY RATE | BASIC HOURLY RATE FOOTNOTE | HEALTH AND WELFARE | HEALTH AND WELFARE FOOTNOTE | PENSION  | PENSION FOOTNOTE  |
|-----------|---------------------------------------------------------------------------------------------|--------------------|------------|-----------------|-------------------|----------------------------|--------------------|-----------------------------|----------|-------------------|
| PLUMBER:  | LANDSCAPE/IRRIGATION TRADESMAN SECOND SHIFT                                                 | <a href="#">AA</a> | 08/22/2021 | 08/31/2022**    | \$18.500          | <a href="#">Z</a>          | \$3.000            |                             | \$1.160  | <a href="#">Q</a> |
| #PLUMBER: | FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)- 2ND SHIFT | <a href="#">AB</a> | 02/22/2022 | 08/31/2022**    | \$58.560          |                            | \$10.990           |                             | \$17.350 |                   |

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## FOOTNOTES

- \* 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 10 DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* 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.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- C IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- D INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- E RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL OVERTIME HOURLY RATE.
- F DISREGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK PERFORMED ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THE CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- G DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- H ZONE A IS DEFINED AS THE PORTION OF SAN BERNARDINO COUNTY 80 ROAD MILES FROM SAN BERNARDINO CITY HALL AT 290 N D STREET IN SAN BERNARDINO, CA 93401.
- I INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- J IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.23 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- K DISREGARD THIS RATE. USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- L ZONE B INCLUDES ALL OF INYO AND MONO COUNTY AND THE PORTION OF SAN BERNARDINO COUNTY OVER 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 NORTH D STREET IN SAN BERNARDINO, CA 93401.
- M IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.48 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- N AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- O DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- P INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.

- Q INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- R AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- S INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- T RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- U SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- V PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- W INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATE.
- X SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- Y DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS.
- Z INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AA TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MUST BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AB APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
- AC INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- AD AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- AE RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

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/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: 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/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). 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.

[Return to main page](#)

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



# **IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS INTERIM DETERMINATION FOR THE CRAFT OF OPERATING ENGINEERS**

## **Determination:**

SD-23-63-3-2022-1

## **Issue Date:**

March 7, 2022

## **Expiration date of determination:**

June 30, 2022\* 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 San Diego County.

This determination applies to projects advertised for bids on or after March 17, 2022. These rates supersede the Operating Engineer wage rates issued in the following General Prevailing Wage Determination: SD-23-63-3-2021-2.

## **Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ X) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ X) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2X) |
|---------------------------------------------|-------------------------|-------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------|
| Group 1                                     | \$49.65                 | 8     | \$79.69                 | \$104.515                                               | \$104.515                                                  | \$129.34                                          |
| Group 2                                     | \$50.00                 | 8     | \$80.47                 | \$105.685                                               | \$105.685                                                  | \$130.90                                          |
| Group 3                                     | \$50.72                 | 8     | \$80.76                 | \$106.120                                               | \$106.120                                                  | \$131.48                                          |
| Group 4                                     | \$52.21                 | 8     | \$82.25                 | \$108.355                                               | \$108.355                                                  | \$134.46                                          |
| Group 6                                     | \$52.43                 | 8     | \$82.47                 | \$108.685                                               | \$108.685                                                  | \$134.90                                          |
| Group 8                                     | \$52.54                 | 8     | \$82.58                 | \$108.850                                               | \$108.850                                                  | \$135.12                                          |
| Group 10                                    | \$52.66                 | 8     | \$82.70                 | \$109.030                                               | \$109.030                                                  | \$135.36                                          |
| Group 12                                    | \$52.80                 | 8     | \$82.87                 | \$109.285                                               | \$109.285                                                  | \$135.70                                          |
| Group 13                                    | \$52.93                 | 8     | \$82.97                 | \$109.435                                               | \$109.435                                                  | \$135.90                                          |
| Group 14                                    | \$52.96                 | 8     | \$83.00                 | \$109.480                                               | \$109.480                                                  | \$135.96                                          |
| Group 15                                    | \$53.04                 | 8     | \$83.08                 | \$109.600                                               | \$109.600                                                  | \$136.12                                          |
| Group 16                                    | \$53.16                 | 8     | \$83.20                 | \$109.780                                               | \$109.780                                                  | \$136.36                                          |
| Group 17                                    | \$53.33                 | 8     | \$83.37                 | \$110.035                                               | \$110.035                                                  | \$136.70                                          |
| Group 18                                    | \$53.43                 | 8     | \$83.47                 | \$110.185                                               | \$110.185                                                  | \$136.90                                          |
| Group 19                                    | \$53.54                 | 8     | \$83.58                 | \$110.350                                               | \$110.350                                                  | \$137.12                                          |
| Group 20                                    | \$53.66                 | 8     | \$83.70                 | \$110.530                                               | \$110.530                                                  | \$137.36                                          |
| Group 21                                    | \$53.83                 | 8     | \$83.87                 | \$110.785                                               | \$110.785                                                  | \$137.70                                          |
| Group 22                                    | \$53.93                 | 8     | \$83.97                 | \$110.935                                               | \$110.935                                                  | \$137.90                                          |
| Group 23                                    | \$54.04                 | 8     | \$84.08                 | \$111.100                                               | \$111.100                                                  | \$138.12                                          |
| Group 24                                    | \$54.16                 | 8     | \$84.20                 | \$111.280                                               | \$111.280                                                  | \$138.36                                          |
| Group 25                                    | \$54.33                 | 8     | \$84.37                 | \$111.535                                               | \$111.535                                                  | \$138.70                                          |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$11.85         |
| Pension <sup>d</sup>              | \$13.15         |
| Vacation and Holiday <sup>e</sup> | \$3.60          |
| Training                          | \$1.05          |
| Other                             | \$0.39          |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS  
INTERIM DETERMINATION FOR THE CRAFT OF OPERATING ENGINEER (SPECIAL SHIFT)#**

**Determination:**

SD-23-63-3-2022-1

**Issue Date:**

March 7, 2022

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4744 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Locality:**

All localities within San Diego County.

This determination applies to projects advertised for bids on or after March 17, 2022. These rates supersede the Operating Engineer (Special Shift) wage rates issued in the following General Prevailing Wage Determination: SD-23-63-3-2021-2.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---------------------------------------------|-------------------------|-------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                     | \$50.15                 | 8     | \$80.20                 | \$105.265                                               | \$105.265                                                  | \$130.34                                           |
| Group 2                                     | \$50.93                 | 8     | \$81.49                 | \$106.435                                               | \$106.435                                                  | \$131.90                                           |
| Group 3                                     | \$51.22                 | 8     | \$81.96                 | \$106.870                                               | \$106.870                                                  | \$132.48                                           |
| Group 4                                     | \$52.71                 | 8     | \$82.33                 | \$109.105                                               | \$109.105                                                  | \$135.46                                           |
| Group 6                                     | \$52.97                 | 8     | \$82.97                 | \$109.435                                               | \$109.435                                                  | \$135.90                                           |
| Group 8                                     | \$53.60                 | 8     | \$83.68                 | \$109.600                                               | \$109.600                                                  | \$136.12                                           |
| Group 10                                    | \$53.16                 | 8     | \$83.20                 | \$109.780                                               | \$109.780                                                  | \$136.36                                           |
| Group 12                                    | \$53.33                 | 8     | \$83.37                 | \$110.035                                               | \$110.035                                                  | \$136.70                                           |
| Group 13                                    | \$53.43                 | 8     | \$83.47                 | \$110.185                                               | \$110.185                                                  | \$136.90                                           |
| Group 14                                    | \$53.56                 | 8     | \$83.50                 | \$110.230                                               | \$110.230                                                  | \$136.96                                           |
| Group 15                                    | \$53.58                 | 8     | \$83.58                 | \$110.350                                               | \$110.350                                                  | \$137.12                                           |
| Group 16                                    | \$53.65                 | 8     | \$83.70                 | \$110.530                                               | \$110.530                                                  | \$137.36                                           |
| Group 17                                    | \$53.83                 | 8     | \$83.87                 | \$110.785                                               | \$110.785                                                  | \$137.70                                           |
| Group 18                                    | \$53.93                 | 8     | \$83.97                 | \$110.935                                               | \$110.935                                                  | \$137.90                                           |
| Group 19                                    | \$54.04                 | 8     | \$84.08                 | \$111.100                                               | \$111.100                                                  | \$138.12                                           |
| Group 20                                    | \$54.16                 | 8     | \$84.20                 | \$111.280                                               | \$111.280                                                  | \$138.36                                           |
| Group 21                                    | \$54.33                 | 8     | \$84.37                 | \$111.535                                               | \$111.535                                                  | \$138.70                                           |
| Group 22                                    | \$54.43                 | 8     | \$84.47                 | \$111.685                                               | \$111.685                                                  | \$138.90                                           |
| Group 23                                    | \$54.54                 | 8     | \$84.58                 | \$111.850                                               | \$111.850                                                  | \$139.12                                           |
| Group 24                                    | \$54.66                 | 8     | \$84.70                 | \$112.030                                               | \$112.030                                                  | \$139.36                                           |
| Group 25                                    | \$54.83                 | 8     | \$84.87                 | \$112.285                                               | \$112.285                                                  | \$139.70                                           |



**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$11.85         |
| Pension <sup>d</sup>              | \$13.15         |
| Vacation and Holiday <sup>e</sup> | \$3.60          |
| Training                          | \$1.05          |
| Other                             | \$0.39          |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS  
INTERIM DETERMINATION FOR THE CRAFT OF OPERATING ENGINEER (MULTI-SHIFT) #**

**Determination:**

SD-23-63-3-2022-1

**Issue Date:**

March 7, 2022

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4744 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Locality:**

All localities within San Diego County.

This determination applies to projects advertised for bids on or after March 17, 2022. These rates supersede the Operating Engineer (Multi-Shift) wage rates issued in the following General Prevailing Wage Determination: SD-23-63-3-2021-2.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journey person) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|-------------------------------------------------|-------------------------|--------------------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                         | \$50.65                 | 8                  | \$80.64                 | \$106.015                                               | \$106.015                                                  | \$131.34                                           |
| Group 2                                         | \$51.43                 | 8                  | \$81.47                 | \$107.185                                               | \$107.185                                                  | \$132.90                                           |
| Group 3                                         | \$51.72                 | 8                  | \$81.76                 | \$107.620                                               | \$107.620                                                  | \$133.48                                           |
| Group 4                                         | \$53.21                 | 8                  | \$83.25                 | \$109.855                                               | \$109.855                                                  | \$136.46                                           |
| Group 5                                         | \$53.35                 | 8                  | \$83.35                 | \$110.005                                               | \$110.005                                                  | \$136.66                                           |
| Group 6                                         | \$53.41                 | 8                  | \$83.47                 | \$110.185                                               | \$110.185                                                  | \$136.90                                           |
| Group 7                                         | \$53.53                 | 8                  | \$83.57                 | \$110.335                                               | \$110.335                                                  | \$137.10                                           |
| Group 8                                         | \$53.54                 | 8                  | \$83.58                 | \$110.350                                               | \$110.350                                                  | \$137.12                                           |
| Group 9                                         | \$53.64                 | 8                  | \$83.68                 | \$110.500                                               | \$110.500                                                  | \$137.32                                           |
| Group 10                                        | \$53.76                 | 8                  | \$83.70                 | \$110.530                                               | \$110.530                                                  | \$137.36                                           |
| Group 11                                        | \$53.77                 | 8                  | \$83.80                 | \$110.680                                               | \$110.680                                                  | \$137.56                                           |
| Group 12                                        | \$53.85                 | 8                  | \$83.87                 | \$110.785                                               | \$110.785                                                  | \$137.70                                           |
| Group 13                                        | \$53.93                 | 8                  | \$83.97                 | \$110.935                                               | \$110.935                                                  | \$137.90                                           |
| Group 14                                        | \$53.96                 | 8                  | \$84.00                 | \$110.980                                               | \$110.980                                                  | \$137.96                                           |
| Group 15                                        | \$54.04                 | 8                  | \$84.08                 | \$111.100                                               | \$111.100                                                  | \$138.12                                           |
| Group 16                                        | \$54.16                 | 8                  | \$84.20                 | \$111.280                                               | \$111.280                                                  | \$138.36                                           |
| Group 17                                        | \$54.33                 | 8                  | \$84.37                 | \$111.535                                               | \$111.535                                                  | \$138.70                                           |
| Group 18                                        | \$54.43                 | 8                  | \$84.47                 | \$111.685                                               | \$111.685                                                  | \$138.90                                           |
| Group 19                                        | \$54.54                 | 8                  | \$84.58                 | \$111.850                                               | \$111.850                                                  | \$139.12                                           |
| Group 20                                        | \$54.66                 | 8                  | \$84.70                 | \$112.030                                               | \$112.030                                                  | \$139.36                                           |
| Group 21                                        | \$54.83                 | 8                  | \$84.87                 | \$112.285                                               | \$112.285                                                  | \$139.70                                           |
| Group 22                                        | \$54.93                 | 8                  | \$84.97                 | \$112.435                                               | \$112.435                                                  | \$139.90                                           |
| Group 23                                        | \$55.04                 | 8                  | \$85.08                 | \$112.600                                               | \$112.600                                                  | \$140.12                                           |
| Group 24                                        | \$55.16                 | 8                  | \$85.20                 | \$112.780                                               | \$112.780                                                  | \$140.36                                           |
| Group 25                                        | \$55.33                 | 8                  | \$85.37                 | \$113.035                                               | \$113.035                                                  | \$140.70                                           |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$11.85         |
| Pension <sup>d</sup>              | \$13.15         |
| Vacation and Holiday <sup>e</sup> | \$3.60          |
| Training                          | \$1.05          |
| Other                             | \$0.39          |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

## Classifications:

### Group 1

Bargeman  
Brakeman  
Compressor Operator  
Ditch Witch, With Seat Or Similar Type Equipment  
Elevator Operator – Inside  
Engineer-Oiler  
Generator Operator  
Generator, Pump Or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Inertial Profiler  
Pump Operator  
Signalman  
Switchman

### Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Concrete Mixer Operator - Skip Type  
Conveyor Operator  
Fireman  
Hydrostatic Pump Operator  
Oil Crusher (asphalt or concrete plant)  
PJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or Similar Types)  
Skiploader (Wheel Type Up To  $\frac{3}{4}$  Yd. with attachment)  
Skiploader (Wheel Type Up To  $\frac{3}{4}$  Yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

### Group 3

Asphalt-Rubber Blend Operator  
Skid Steer Loader (with all attachment)  
Equipment Greaser (Truck)  
Front Loader (with Dragtype Attachments)  
Helicopter Radio Man (Ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

### Group 4

Asphalt Plant Fireman  
Backhoe Operator (Mini-Max Or Similar Type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator

### Group 4 (cont.)

Boxman Or Mixerman (Asphalt Or Concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (Small Portable)  
Drilling Machine Operator, Small Auger Types (Texoma Super Economat Or Similar Type) - Hughes 100 Or 200, Or Similar Types - Drilling Depth Of 30' Maximum  
Excavator Track/Rubber Tired – with all attachments (Operating weight under 11,000 lbs)  
Guard Rail Post Driver Operator  
Highline Cableway Signalman  
Horizontal Directional Drilling Machine  
Hydraulic Hammer-Aero Stomper  
Hydraulic Casing Oscillator Operator – drilling depth of 30' max  
Micro Tunneling Operator (Above Ground Tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (Compacting)  
Screed Operator (Asphalt Or Concrete)  
Trenching Machine Operator (Up To 6 Ft.)  
Vacuum or Muck Truck

### Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

### Group 6

Articulating Material Hauler  
Asphalt or Concrete Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Central Batch Plant – Cement Silo  
Concrete Joint Machine Operator (Canal And Similar Type)  
Concrete Placer Operator  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer  
Derrickman (Oilfield Type)

**Group 6 (cont.)**

Drilling Machine Operator, Bucket Or Auger Types  
(Calweld 100 Bucket Or Similar Types - Watson  
1000 Auger Or Similar Types - Texoma 330, 500 Or  
600 Auger Or Similar Types - Drilling Depth Of 45'  
Maximum)  
Drilling Machine Operator (Including Water Wells)  
Equipment Greaser (Grease Truck)  
Force Feed Loader (with a seat)  
Hydraulic Casing Oscillator Operator – drilling depth  
of 45' maximum  
Hydro Seeder Machine Operator (straw, pulp or seed)  
/ Jackson Track Maintainer, Or Similar Type /  
Kalamazoo Switch Tamper, Or Similar Type  
Machine Tool Operator  
Maginnis Internal Full Slab Vibrator  
Mechanical Berm, Curb Or Gutter (Concrete Or  
Asphalt)  
Mechanical Finisher Operator (Concrete, Clary-  
Johnson-Bidwell Or Similar)  
Micro Tunnel System Operator (Below Ground)  
Pavement Breaker Operator - Truck Mounted  
Railcar Mover  
Road Oil Mixing Machine Operator  
Roller Operator (Asphalt Or Finish)  
Rubber-Tired Earth Moving Equipment (Single  
Engine, Up To And Including 25 Yds. Truck)  
Self-Propelled Tar Pipelining Machine Operator  
Skiploader Operator (Crawler And Wheel Types, Over  
¾ Yd. And Up To And Including 1 ½ Yds., with all  
attachments)  
Slip Form Pump Operator (Motor Driven Hydraulic  
Lifting Device For Concrete Forms)  
Tractor Operator - Bulldozer, Tamper-Scraper (Single  
Engine, Up To 100 HP Flywheel And Similar  
Types, Up To And Including D-5 And Similar Types)  
Tugger Hoist Operator (1 Drum)  
Ultra High Pressure Waterjet Cutting Tool System  
Operator  
Vacuum Blasting Machine Operator  
Volumetric Mixer Operator  
Welder - General

**Group 7 for multi-shift rate, see Pages 5 and 6)**

Welder - General (Multi-Shift)

**Group 8**

Asphalt or Concrete Spreading Operator (tamping or  
finishing)  
Asphalt Paving Machine Operator (Barber Greene Or  
Similar Type)

**Group 8 (cont.)**

Asphalt-Rubber Distributor Operator  
Backhoe Operator (Up To And Including ¾ Yd.)  
Small Ford, Case Or Similar  
Backhoe Operator (Over ¾ yd and up to 5 cu. yds.  
M.R.C.)  
Barrier Rail Mover (BTM Series 200 or similar types)  
Cast In Place Pipe Laying Machine Operator  
Cold Foamed Asphalt Recycler  
Combination Mixer And Compactor Operator  
(Gunitite Work)  
Compactor Operator (Self-Propelled)  
Concrete Mixer Operator – Paving  
Crushing Plant Operator  
Drill Doctor  
Drilling Machine Operator, Bucket Or Auger Types  
(Calweld 150 Bucket Or Similar Types - Watson  
1500, 2000, 2500 Auger Or Similar Types –  
Texoma 700, 800 Auger Or Similar Types - Drilling  
Depth Of 50' maximum)  
Elevator Grader Operator  
Excavator, Track/Rubber Tired – with all attachments  
(Operating weight 21,000 lbs -100,000 lbs)  
Global Positioning System/GPS (or technician)  
Grade Checker  
Grapple Operator  
Grouting Machine Operator  
Heavy Duty Repairman  
Heavy Equipment Robotics Operator  
Hydraulic Casing Oscillator Operator – drilling depth  
of 60' maximum  
Hydraulic Operated Grout Plant  
Kalamazoo Ballast Regulator Or Similar Type  
Kolman Belt Loader And Similar Type  
Le Tourneau Blob Compactor Or Similar Type  
Lo Drill  
Loader Operator (Athey, Euclid, Sierra And Similar  
Types)  
Master Environmental Maintenance Mechanic  
Ozzie Padder or Similar Types  
P.C. 490 Slot Saw  
Pneumatic Concrete Placing Machine Operator  
(Hackley-Presswell Or Similar Type)  
Prentice 721E Hydro-Ax  
Pumpcrete Gun Operator  
Rotary Drill Operator (Excluding Caisson Type)  
Rubber-Tired Earth Moving Equipment Operator  
(Single Engine, Caterpillar, Euclid, Athey Wagon,  
And Similar Types With Any And All Attachments  
Over 25 Yds. And Up To And Including 50 Cu.

**Group 8 (cont.)**

Yds. Struck)  
Rubber-Tired Earth Moving Equipment Operator  
(Multiple Engine – Up To And Including 25 Yds.  
Struck)  
Rubber-Tired Scraper Operator (Self-Loading Paddle  
Wheel Type - John Deere, 1040 And Similar Single  
Unit)  
Self-Propelled Curb And Gutter Machine Operator  
Shuttle Buggy  
Skiploader Operator (Crawler And Wheel Type Over  
1½ Yds. Up To And Including 6½ Yds., with all  
attachments)  
Soil Remediation Plant Operator (CMI, Envirotech or  
Similar)  
Soil Stabilizer and Reclaimer  
Somero SXP Laser Screed  
Speed Swing Operator  
Surface Heaters And Planer Operator  
Tie Back Drill Operator (Klemm Drill or similar types)  
Tractor Compressor Drill Combination Operator  
Tractor Operator (Any Type Larger Than D-5 - 100  
Flywheel H.P. And Over, Or Similar - Bulldozer,  
Tamper, Scraper And Push Tractor, Single Engine)  
Tractor Operator (Boom Attachments)  
Traveling Pipe Wrapping, Cleaning And Bending  
Machine Operator  
Trenching Machine Operator (Over 6 Ft. Depth  
Capacity, Manufacturer's Rating)  
Trenching Machine with Road Miner Attachment  
(Over 6 Ft. Depth Capacity, Manufacturer's Rating –  
Oiler or Journeyman-Trainee required)  
Ultra High Pressure Waterjet Cutting Tool System  
Mechanic  
Water Pull (compact)

**Group 9 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman (Multi-Shift)

**Group 10**

Backhoe Operator (Over 5 cu. yds. M.R.C.)  
Drilling Machine Operator, Bucket Or Auger Types  
(Calweld 200 B Bucket Or Similar Types - Watson  
3000 Or 5000 Auger Or Similar Types – Texoma  
900 Auger Or Similar Types - Drilling Depth Of 105'  
Maximum)  
Dual Drum Mixer  
Dynamic Compactor LDC 350 or Similar types  
Heavy Duty Repairman-Welder Combination  
Hydraulic Casing Oscillator Operator – drilling depth

**Group 10 (Cont.)**

of 105' maximum  
Monorail Locomotive Operator (Diesel, Gas Or  
Electric)  
Motor Patrol - Blade Operator (Single Engine)  
Multiple Engine Tractor Operator (Euclid And Similar  
Type – Except Quad 9 Cat.)  
Pneumatic Pipe Ramming Tool And Similar Types  
(4" and above)  
Pre-Stressed Wrapping Machine Operator  
Rubber -Tired Earth Moving Equipment Operator  
(Single Engine, Over 50 Yds. Struck)  
Rubber -Tired Earth Moving Equipment Operator  
(Multiple Engine, Euclid, Caterpillar And Similar -  
Over 25 Yds. And Up To 50 Yds. Struck)  
Tower Crane Repairman  
Tractor Loader Operator (Crawler And Wheel-Type  
Over 5½ Yds.)  
Welder - Certified  
Woods Mix Operator (And Similar Pugmill  
Equipment)

**Group 11 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman – Welder Combination  
(Multi-Shift)  
Welder – Certified (Multi-Shift)

**Group 12**

Auto Grader Operator  
Automatic Slip Form Operator  
Backhoe Operation (Over 7 cu. yds. M.R.C.)  
Drilling Machine Operator, Bucket Or Auger Types  
(Calweld, Auger 200 CA Or Similar Types -  
Watson, Auger 6000 Or Similar Types-Hughes  
Super Duty, Auger 200 Or Similar Types - Drilling  
Depth Of 175' Maximum)  
Excavator Track/Rubber Tired – with all attachments  
(Operating weight 100,000 lbs - 200,000 lbs)  
Hoe Ram Or Similar With Compressor  
Hydraulic Casing Oscillator Operator – drilling depth  
of 175' maximum  
Mass Excavator Operator - Less Than 750 Cu. Yds.  
Mechanical Finishing Machine Operator  
Mobile Form Traveler Operator  
Motor Patrol Operator (Multi-Engine)  
Pipe Mobile Machine Operator  
Rubber-Tired Earth Moving Equipment Operator  
(Multiple Engine, Euclid, Caterpillar And Similar  
Type, Over 50 Cu. Yds. Struck)

**Group 12 (cont.)**

Rubber-Tired Self-Loading Scraper Operator (Paddle-Wheel-Auger Type Self Loading-Two Or More Units)

**Group 13**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Push-Pull System (Single Engine, Up To And Including 25 Yds. Struck)

**Group 14**

Canal Liner Operator

Canal Trimmer Operator

Drilling Machine Operator, Bucket or Auger types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types - Hughes Super Duty, Auger 200 or similar types - drilling depth of 300' maximum)

Geothermal Drill Rig

Remote Controlled Earth Moving Equipment Operator (\$1.00 Per Hour Additional To Base Rate)

Wheel Excavator Operator (Over 750 Cu. Yds. Per Hour)

**Group 15**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Push-Pull System (Single Engine, Caterpillar, Euclid, Athey Wagon, And Similar Types With Any And All Attachments Over 25 Yds. And Up To And Including 50 Cu. Yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Push-Pull System (Multiple Engine - Up To And Including 25 Yds. Struck)

**Group 16**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Push-Pull System (Single Engine, Over 50 Yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Push-Pull System (Multiple Engine, Euclid, Caterpillar And Similar, Over 25 Yds. And Up To 50 Yds. Struck)

**Group 17**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Push-Pull System (Multiple Engine, Euclid, Caterpillar And Similar Type, Over 50 Cu. Yds. Struck)

Tandem Tractor Operator (Operating Crawler Type Tractors In Tandem - Quad 9 And Similar Type)

**Group 18**

Rubber-Tired Earth Moving Equipment Operator, Operating In Tandem (Scrapers, Belly Dumps, And Similar Types In Any Combination, Excluding Compaction Units - Single Engine, Up To And Including 25 Yds. Struck)

**Group 19**

Rotex Concrete Belt Operator (Or Similar Type Rubber-Tired Earth Moving Equipment Operator, Operating In Tandem (Scrapers, Belly Dumps, And Similar Types In Any Combination, Excluding Compaction Units - Single Engine, Caterpillar, Euclid, Athey Wagon, And Similar Types With Any And All Attachments Over 25 Yds. And Up To And Including 50 Cu. Yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating In Tandem (Scrapers, Belly Dumps, And Similar Types In Any Combination, Excluding Compaction Units - Multiple Engine, Up To And Including 25 Yds. Struck)

**Group 20**

Rubber-Tired Earth Moving Equipment Operator, Operating In Tandem (Scrapers, Belly Dumps, And Similar Types In Any Combination, Excluding Compaction Units - Single Engine, Over 50 Yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating In Tandem (Scrapers, Belly Dumps, And Similar Types In Any Combination, Excluding Compaction Units - Multiple Engine, Euclid, Caterpillar And Similar, Over 25 Yds. And Up To 50 Yds. Struck)

**Group 21**

Rubber-Tired Earth Moving Equipment Operator, Operating In Tandem (Scrapers, Belly Dumps, And Similar Types In Any Combination, Excluding Compaction Units - Multiple Engine, Euclid, Caterpillar And Similar Type, Over 50 Cu. Yds. Struck)

**Group 22**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment With The Tandem Push-Pull System (Single Engine, Up To And Including 25 Yds. Struck)

**Group 23**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment With The Tandem Push-Pull  
System (Single Engine, Caterpillar, Euclid, Athey  
Wagon, And Similar Types With Any And All  
Attachments Over 25 Yds. And Up To And Including  
50 Cu. Yds. Struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment With Tandem Push-Pull  
System (Multiple Engine, Up To And Including 25  
Yds. Struck)

**Group 24**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment With The Tandem Push-Pull  
System (Single Engine, Over 50 Yds. Struck)

**Group 24 (cont.)**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment With The With The Tandem  
Push-Pull System (Multiple Engine, Euclid,  
Caterpillar And Similar, Over 25 Yds. And Up To  
50 Yds. Struck)

**Group 25**

Concrete Pump Operator-Truck Mounted  
Pedestal Concrete Pump Operator  
Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment With The Tandem Push-Pull  
System (Multiple Engine, Euclid, Caterpillar And  
Similar Over 50 Cu. Yds. Struck)

**MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairmen and heavy duty repairmen in other combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay; and that rate shall become the basic hourly rate of pay.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Pages 7 through 11.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

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

<sup>f</sup> The Third Shift shall work 8.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.



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



# **IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS INTERIM DETERMINATION FOR THE CRAFT OF OPERATING ENGINEER#**

## **Determination:**

SC-23-63-2-2022-1

## **Issue Date:**

March 7, 2022

## **Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4771 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

## **Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

This determination applies to projects advertised for bids on or after March 17, 2022. These rates supersede the Operating Engineer wage rates issued in the following General Prevailing Wage Determination: SC-23-63-2-2021-2.

## **Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---------------------------------------------|-------------------------|-------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                     | \$49.65                 | 8     | \$79.69                 | \$104.515                                               | \$104.515                                                  | \$129.34                                           |
| Group 2                                     | \$50.00                 | 8     | \$80.47                 | \$105.685                                               | \$105.685                                                  | \$130.90                                           |
| Group 3                                     | \$50.72                 | 8     | \$80.76                 | \$106.120                                               | \$106.120                                                  | \$131.48                                           |
| Group 4                                     | \$52.21                 | 8     | \$82.25                 | \$108.355                                               | \$108.355                                                  | \$134.46                                           |
| Group 6                                     | \$52.43                 | 8     | \$82.47                 | \$108.685                                               | \$108.685                                                  | \$134.90                                           |
| Group 8                                     | \$52.54                 | 8     | \$82.58                 | \$108.850                                               | \$108.850                                                  | \$135.12                                           |
| Group 10                                    | \$52.68                 | 8     | \$82.70                 | \$109.030                                               | \$109.030                                                  | \$135.36                                           |
| Group 12                                    | \$52.83                 | 8     | \$82.87                 | \$109.285                                               | \$109.285                                                  | \$135.70                                           |
| Group 13                                    | \$52.93                 | 8     | \$82.97                 | \$109.435                                               | \$109.435                                                  | \$135.90                                           |
| Group 14                                    | \$52.96                 | 8     | \$83.00                 | \$109.480                                               | \$109.480                                                  | \$135.96                                           |
| Group 15                                    | \$53.04                 | 8     | \$83.08                 | \$109.600                                               | \$109.600                                                  | \$136.12                                           |
| Group 16                                    | \$53.16                 | 8     | \$83.20                 | \$109.780                                               | \$109.780                                                  | \$136.36                                           |
| Group 17                                    | \$53.33                 | 8     | \$83.37                 | \$110.035                                               | \$110.035                                                  | \$136.70                                           |
| Group 18                                    | \$53.43                 | 8     | \$83.47                 | \$110.185                                               | \$110.185                                                  | \$136.90                                           |
| Group 19                                    | \$53.54                 | 8     | \$83.58                 | \$110.350                                               | \$110.350                                                  | \$137.12                                           |
| Group 20                                    | \$53.66                 | 8     | \$83.70                 | \$110.530                                               | \$110.530                                                  | \$137.36                                           |
| Group 21                                    | \$53.83                 | 8     | \$83.87                 | \$110.785                                               | \$110.785                                                  | \$137.70                                           |
| Group 22                                    | \$53.93                 | 8     | \$83.97                 | \$110.935                                               | \$110.935                                                  | \$137.90                                           |
| Group 23                                    | \$54.04                 | 8     | \$84.08                 | \$111.100                                               | \$111.100                                                  | \$138.12                                           |
| Group 24                                    | \$54.16                 | 8     | \$84.20                 | \$111.280                                               | \$111.280                                                  | \$138.36                                           |
| Group 25                                    | \$54.33                 | 8     | \$84.37                 | \$111.535                                               | \$111.535                                                  | \$138.70                                           |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$11.85         |
| Pension <sup>d</sup>              | \$13.15         |
| Vacation and Holiday <sup>e</sup> | \$3.60          |
| Training                          | \$1.05          |
| Other                             | \$0.39          |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS  
INTERIM DETERMINATION FOR THE CRAFT OF OPERATING ENGINEER (SPECIAL SHIFT) #**

**Determination:**

SC-23-63-2-2022-1

**Issue Date:**

March 7, 2022

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

This determination applies to projects advertised for bids on or after March 17, 2022. These rates supersede the Operating Engineer (Special Shift) wages rates issued in the following General Prevailing Wage Determination: SC-23-63-2-2021-2.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Day<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---------------------------------------------|-------------------------|-------|-------------------------|-------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                     | \$50.15                 | 8     | \$80.19                 | \$105.265                                             | \$105.265                                                  | \$130.34                                           |
| Group 2                                     | \$50.93                 | 8     | \$81.49                 | \$106.435                                             | \$106.435                                                  | \$131.90                                           |
| Group 3                                     | \$51.22                 | 8     | \$81.96                 | \$106.870                                             | \$106.870                                                  | \$132.48                                           |
| Group 4                                     | \$51.77                 | 8     | \$82.75                 | \$109.105                                             | \$109.105                                                  | \$135.46                                           |
| Group 6                                     | \$52.93                 | 8     | \$82.97                 | \$109.435                                             | \$109.435                                                  | \$135.90                                           |
| Group 8                                     | \$53.04                 | 8     | \$83.08                 | \$109.600                                             | \$109.600                                                  | \$136.12                                           |
| Group 10                                    | \$53.16                 | 8     | \$83.20                 | \$109.780                                             | \$109.780                                                  | \$136.36                                           |
| Group 12                                    | \$53.33                 | 8     | \$83.37                 | \$110.035                                             | \$110.035                                                  | \$136.70                                           |
| Group 13                                    | \$53.47                 | 8     | \$83.47                 | \$110.185                                             | \$110.185                                                  | \$136.90                                           |
| Group 14                                    | \$53.55                 | 8     | \$83.50                 | \$110.230                                             | \$110.230                                                  | \$136.96                                           |
| Group 15                                    | \$53.54                 | 8     | \$83.58                 | \$110.350                                             | \$110.350                                                  | \$137.12                                           |
| Group 16                                    | \$53.66                 | 8     | \$83.70                 | \$110.530                                             | \$110.530                                                  | \$137.36                                           |
| Group 17                                    | \$53.83                 | 8     | \$83.87                 | \$110.785                                             | \$110.785                                                  | \$137.70                                           |
| Group 18                                    | \$53.93                 | 8     | \$83.97                 | \$110.935                                             | \$110.935                                                  | \$137.90                                           |
| Group 19                                    | \$54.04                 | 8     | \$84.08                 | \$111.100                                             | \$111.100                                                  | \$138.12                                           |
| Group 20                                    | \$54.16                 | 8     | \$84.20                 | \$111.280                                             | \$111.280                                                  | \$138.36                                           |
| Group 21                                    | \$54.33                 | 8     | \$84.37                 | \$111.535                                             | \$111.535                                                  | \$138.70                                           |
| Group 22                                    | \$54.43                 | 8     | \$84.47                 | \$111.685                                             | \$111.685                                                  | \$138.90                                           |
| Group 23                                    | \$54.54                 | 8     | \$84.58                 | \$111.850                                             | \$111.850                                                  | \$139.12                                           |
| Group 24                                    | \$54.66                 | 8     | \$84.70                 | \$112.030                                             | \$112.030                                                  | \$139.36                                           |
| Group 25                                    | \$54.83                 | 8     | \$84.87                 | \$112.285                                             | \$112.285                                                  | \$139.70                                           |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$11.85         |
| Pension <sup>d</sup>              | \$13.15         |
| Vacation and Holiday <sup>e</sup> | \$3.60          |
| Training                          | \$1.05          |
| Other                             | \$0.39          |

**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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES  
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS  
INTERIM DETERMINATION FOR THE CRAFT OF OPERATING ENGINEER (MULTI-SHIFT)#**

**Determination:**

SC-23-63-2-2022-1

**Issue Date:**

March 7, 2022

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

This determination applies to projects advertised for bids on or after March 17, 2022. These rates supersede the Operating Engineer (Multi-Shift) wage rates issued in the following General Prevailing Wage Determination: SC-23-63-2-2021-2.

**Wages and total hourly rates (including employer payments):**

| Classification <sup>a</sup><br>(Journeyman) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|---------------------------------------------|-------------------------|--------------------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                     | \$50.65                 | 8                  | \$80.69                 | \$106.015                                               | \$106.015                                                  | \$131.34                                           |
| Group 2                                     | \$51.43                 | 8                  | \$81.47                 | \$107.185                                               | \$107.185                                                  | \$132.90                                           |
| Group 3                                     | \$51.72                 | 8                  | \$81.76                 | \$107.620                                               | \$107.620                                                  | \$133.48                                           |
| Group 4                                     | \$52.22                 | 8                  | \$83.25                 | \$109.855                                               | \$109.855                                                  | \$136.46                                           |
| Group 5                                     | \$53.31                 | 8                  | \$83.35                 | \$110.005                                               | \$110.005                                                  | \$136.66                                           |
| Group 6                                     | \$53.43                 | 8                  | \$83.47                 | \$110.185                                               | \$110.185                                                  | \$136.90                                           |
| Group 7                                     | \$53.53                 | 8                  | \$83.57                 | \$110.335                                               | \$110.335                                                  | \$137.10                                           |
| Group 8                                     | \$53.74                 | 8                  | \$83.58                 | \$110.350                                               | \$110.350                                                  | \$137.12                                           |
| Group 9                                     | \$53.61                 | 8                  | \$83.68                 | \$110.500                                               | \$110.500                                                  | \$137.32                                           |
| Group 10                                    | \$53.65                 | 8                  | \$83.70                 | \$110.530                                               | \$110.530                                                  | \$137.36                                           |
| Group 11                                    | \$53.76                 | 8                  | \$83.80                 | \$110.680                                               | \$110.680                                                  | \$137.56                                           |
| Group 12                                    | \$53.83                 | 8                  | \$83.87                 | \$110.785                                               | \$110.785                                                  | \$137.70                                           |
| Group 13                                    | \$53.93                 | 8                  | \$83.97                 | \$110.935                                               | \$110.935                                                  | \$137.90                                           |
| Group 14                                    | \$53.96                 | 8                  | \$84.00                 | \$110.980                                               | \$110.980                                                  | \$137.96                                           |
| Group 15                                    | \$54.04                 | 8                  | \$84.08                 | \$111.100                                               | \$111.100                                                  | \$138.12                                           |
| Group 16                                    | \$54.16                 | 8                  | \$84.20                 | \$111.280                                               | \$111.280                                                  | \$138.36                                           |
| Group 17                                    | \$54.33                 | 8                  | \$84.37                 | \$111.535                                               | \$111.535                                                  | \$138.70                                           |
| Group 18                                    | \$54.43                 | 8                  | \$84.47                 | \$111.685                                               | \$111.685                                                  | \$138.90                                           |
| Group 19                                    | \$54.54                 | 8                  | \$84.58                 | \$111.850                                               | \$111.850                                                  | \$139.12                                           |
| Group 20                                    | \$54.66                 | 8                  | \$84.70                 | \$112.030                                               | \$112.030                                                  | \$139.36                                           |

|          |         |   |         |           |           |          |
|----------|---------|---|---------|-----------|-----------|----------|
| Group 21 | \$54.83 | 8 | \$84.87 | \$112.285 | \$112.285 | \$139.70 |
| Group 22 | \$54.93 | 8 | \$84.97 | \$112.435 | \$112.435 | \$139.90 |
| Group 23 | \$55.04 | 8 | \$85.08 | \$112.600 | \$112.600 | \$140.12 |
| Group 24 | \$55.16 | 8 | \$85.20 | \$112.780 | \$112.780 | \$140.36 |
| Group 25 | \$55.33 | 8 | \$85.37 | \$113.035 | \$113.035 | \$140.70 |

**Employer Payments:**

| Type of Fund                      | Amount per Hour |
|-----------------------------------|-----------------|
| Health and Welfare                | \$11.85         |
| Pension <sup>d</sup>              | \$13.15         |
| Vacation and Holiday <sup>e</sup> | \$3.60          |
| Training                          | \$1.05          |
| Other                             | \$0.39          |

**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 holiday 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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 [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). 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.

## Classifications:

### Group 1

Bargeman  
Brakeman  
Compressor Operator  
Ditchwitch, with seat or similar type equipment  
Elevator Operator - Inside  
Engineer Oiler  
Forklift Operator (includes loed, lull or similar types – under 5 tons)  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Inertial Profiler  
Pump Operator  
Signalman  
Switchman

### Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Concrete Mixer Operator – Skip Type  
Conveyor Operator  
Fireman  
Forklift Operator (includes loed, lull or similar types – over 5 tons)  
Hydrostatic Pump Operator  
Oiler Crusher (Asphalt or Concrete Plant)  
Petromat Laydown Machine  
PJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploader (Wheel type – up to ¾ yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

### Group 3

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer, with all attachments)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

### Group 4

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar types)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (small portable)  
Drilling Machine Operator (small Auger types (Texoma Super Economic, or similar types – Hughes 100 or 200, or similar types – drilling depth of 30 maximum)  
Equipment Greaser (grease truck)  
Excavator Truck/Rubber-Tired-with all attachments (operating weight under 21,000 lbs)  
Guard Post Driver Operator  
Highline Cableway Signalman  
Hydro Hammer-Aero Stomper  
Hydraulic Casing Oscillator Operator – drilling depth of 30 maximum  
Micro Tunneling Operator (above ground tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power – Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (compacting)  
Screed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 6 ft.)  
Vacuum or Muck Truck

### Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

### Group 6

Articulating Material Hauler  
Asphalt Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and similar type)  
Concrete Placer Operator  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer  
Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types  
(Calweld 100 bucket or similar types – Watson  
1000 auger or similar types – Texoma 330, 500 or  
600 auger or similar types – drilling depth of 45'  
maximum)  
Drilling Machine Operator (including water wells)  
Forced Feed Loader  
Hydraulic Casing Oscillator Operator – drilling depth  
of 45' maximum  
Hydro Seeder Machine Operator (straw, pulp or seed)  
Jackson Track Maintainer, or similar type  
Kalamazoo Switch Tamper, or similar type  
Machine Tool Operator  
Maginnis Internal Full Slab Vibrator  
Mechanical Berm, Curb or Gutter (concrete or  
asphalt)  
Mechanical Finisher Operator (concrete, Clary-  
Johnson-Bidwell or similar)  
Micro Tunnel System Operator (below ground)  
Pavement Breaker Operator  
Railcar Mover  
Road Oil Mixing Machine Operator  
Roller Operator (asphalt or finish)  
Rubber-Tired Earthmoving Equipment (single  
engine, up to and including 25 yds. struck)  
Self-Propelled Tar Pipelining Machine Operator  
Skiploader Operator (crawler and wheel type, over  
¾ yds. and up to and including 1½ yds.)  
Slip Form Pump Operator (power driven hydraulic  
lifting device for concrete forms)  
Tractor Operator – Bulldozer, Tamper-Scaper  
(single engine, up to 100 H.P. flywheel and similar  
types, up to and including 15 and similar types)  
Tugger Hoist Operator (1 drum)  
Ultra High Pressure Waterjet Cutting Tool System  
Operator  
Vacuum Blasting Machine Operator  
Volumetric Mixer Operator  
Welder – General

**Group 7 (for multi-shift rate, see Pages 5 and 6)**  
Welder – General (Multi-Shift)

**Group 8**

Asphalt or Concrete Spreading Operator (tamping or  
finishing)  
Asphalt Paving Machine Operator (barber greene or  
similar type, one (1) Screedman)  
Asphalt-Rubber Distributor Operator  
Backhoe Operator (up to and including ¾ yds.)  
small ford, case or similar

Backhoe Operator (over ¾ yd. and up to 5 cu. yds.  
M.R.C.)  
Barrier Rail Mover (BTM Series 200 or similar types)  
Cast in Place Pipe Laying Machine Operator  
Cold Foamed Asphalt Recycler  
Combination Mixer and Compressor Operator  
(gunite work)  
Compactor Operator – Self Propelled  
Concrete Mixer Operator – Paving  
Crushing Plant Operator  
Drill Doctor  
Drilling Machine Operator, Bucket or Auger types  
(Calweld 150 bucket or similar type – Watson  
1500, 2000, 2500 auger or similar types –  
Texoma 700, 800 auger or similar types – drilling  
depth of 60' maximum)  
Elevating Loader Operator  
Excavator Truck/Rubber-Tired with all attachments  
(operating weight 21,000 lbs – 100,000 lbs)  
Global Positioning System/GPS (or Technician)  
Grade Checker  
Grill Operator  
Grouting Machine Operator  
Heavy Duty Repairman/Pump Installer  
Heavy Equipment Robotics Operator  
Hydraulic Casing Oscillator Operator – drilling depth  
of 60' maximum  
Hydraulic Operated Grout Plant (excludes hand  
loading)  
Kalamazoo Ballast Regulator or similar type  
Klemm Drill Operator or similar types  
Kolman Belt Loader and similar type  
Le Tourneau Blob Compactor or similar type  
Lo Drill  
Loader Operator (Athey, Euclid, Sierra and similar  
types)  
Master Environmental Maintenance Mechanic  
Mobark Chipper or similar types  
Ozzie Padder or similar types  
P.C. 490 Slot Saw  
Pneumatic Concrete Placing Machine Operator  
(Hackley-Presswell or similar type)  
Prentice 721E Hydro-Ax  
Pumpcrete Gun Operator  
Rock Drill or Similar Types (see Miscellaneous  
Provision #4 for additional information regarding  
this classification)  
Rotary Drill Operator (excluding caison type)  
Rubber-Tired Earth Moving Equipment Operator  
(single engine, caterpillar, euclid, athey wagon,



and similar types with any and all attachments over 25 yds. and up to and including 50 cu yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine – up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type – John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator Shuttle Buggy

Skiploader Operator (crawler and wheel type over 1 ½ yds. up to and including 6 ½ yds.)

Soil Remediation Plant Operator (CMI, Envirotech or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

Speed Swing Operator

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

Tractor Operator (any type larger than D-5 – 100

flywheel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator)

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)

Ultra High Pressure Water Jet Cutting Tool System Mechanic

Water Pull (compaction)

#### **Group 9 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman (Multi-Shift)

#### **Group 10**

Backhoe Operator (over 3 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 CA bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 ½ yds.)

Welder – Certified

Wood Mixer Operator (and similar pugmill equipment)

#### **Group 11 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder – Certified (Multi-Shift)

#### **Group 12**

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator – less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator

(paddle-wheel-auger type self-loading – (two (2) or more units)

**Group 13**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, up to and including 25 yds. struck)

**Group 14**

Canal Liner Operator

Canal Trimmer Operator

Drilling Machine Operator, Bucket or Auger types  
(Calweld, auger 200 CA or similar types –  
watson, auger 6000 or similar types – hughes  
super duty, auger 200 or similar types – drilling  
depth of 300' maximum)

Remote Controlled Earth Moving Operator (\$1.00  
per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per  
hour)

**Group 15**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, caterpillar, euclid, atthey wagon,  
and similar types with any and all attachments  
over 25 and up to and including 50 cu. yds.  
struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine - up to and including 25 yds.  
struck)

**Group 16**

Excavator Track/Rubber Tired – with all attachments  
(Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, over 25 yds. struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine, euclid, caterpillar, and similar,  
over 25 yds. and up to 50 yds. struck)

**Group 17**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine, euclid, caterpillar, and similar  
type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type  
tractors in tandem – Quad 9 and similar type)

**Group 18**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, up to and  
including 25 yds. struck)

**Group 19**

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, caterpillar,  
euclid, atthey wagon, and similar types with any  
and all attachments over 25 yds. and up to and  
including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engines, up to and  
including 25 yds. struck)

**Group 20**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, over 50 yds.  
struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engine, euclid,  
caterpillar and similar, over 25 yds. and up to 50  
yds. struck)

**Group 21**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engine, euclid,  
caterpillar and similar type, over 50 cu. yds.  
struck)

**Group 22**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (single engine, up to and including 25  
yds. struck)

### Group 23

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (single engine, caterpillar, euclid, atthey  
wagon, and similar types with any and all  
attachments over 25 yds. and up to and including  
50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (multiple engine, up to and including 25  
yds. struck)

### Group 24

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (multiple engine, euclid, caterpillar and  
similar, over 25 yds. and up to 50 yds. struck)

### Group 25

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (multiple engine, euclid, caterpillar and  
similar over 50 cu. yds. struck)

### MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determination Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Pages 7 through 11.

<sup>b</sup> Rate applies to the first overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

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

<sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the on-shift rate, Monday through Friday.

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



March 8, 2022

**IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES  
REGARDING A CORRECTION TO  
THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATION**

Dear Public Official/Other Interested Parties:

**CRAFT:** Electrician

**CLASSIFICATIONS:** Inside Wireman (All Shifts), Cable Splicer (All Shifts)

**LOCALITIES:** All localities within Contra Costa County

**DETERMINATION:** CON-2022-1

For the above referenced craft, classifications and determination, the list of the Four (4) Carpenters' "off-days" for 2022 was inadvertently omitted from the Holiday Provisions, which shall be the following dates:

- May 27, 2022
- July 1, 2022
- September 2, 2022
- December 23, 2022

With the exception of the above correction, all of the wage rates and other conditions found in the above referenced prevailing wage determination remain unchanged.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 07-03-2022 \*\*

**Craft/Classification:** Ashtrays Worker, Heat and Frost Insulator

**Counties:** Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Sick Leave | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|----------------------|----------|---------|-------------------|
| 1      | 12              | N/A       | \$20.020          | \$9.470          | \$6.000 | \$0.000              | \$1.490  | \$0.000 | \$30.980          |
| 2      | 12              | N/A       | \$25.160          | \$9.600          | \$0.000 | \$0.000              | \$1.490  | \$0.000 | \$36.270          |
| 3      | 12              | N/A       | \$30.290          | \$10.300         | \$7.120 | \$0.000              | \$1.490  | \$0.000 | \$49.270          |
| 4      | 12              | N/A       | \$35.420          | \$10.520         | \$7.120 | \$0.000              | \$1.490  | \$0.000 | \$54.550          |
| 5      | 12              | N/A       | \$40.550          | \$10.820         | \$7.120 | \$0.000              | \$1.490  | \$0.000 | \$59.980          |

## FOOTNOTE(S)

BHR -- includes dues amount which shall be deducted from the wages of all workers covered by this agreement at 6.5% of the total taxable wage.

Health & Welfare -- includes amount for Occupational Health and Research Plan.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 7/4/2022, an increase of \$3.15 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2021

**Expire Date:** 09-30-2021 \*

**Craft/Classification:** Boilermaker- Blacksmith

**Indentured/Other:** 2 Indentured on/after 4/11/18

**Counties:** Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Mateo, Santa Clara, Santa Cruz, Stanislaus, Sonoma

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$30.760          | \$0.000          | \$0.730  | \$0.000          | \$4.400  | \$0.740 | \$36.630          |
| 2      | 6               | 1,000     | \$32.250          | \$0.000          | \$0.730  | \$0.000          | \$4.400  | \$0.740 | \$38.120          |
| 3      | 6               | 1,000     | \$37.220          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$79.230          |
| 4      | 6               | 1,000     | \$39.700          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$81.710          |
| 5      | 12              | 1,000     | \$42.100          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$84.190          |
| 6      | 12              | 1,000     | \$44.660          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$86.670          |

## FOOTNOTE(S)

Pension -- includes amount for Annuity Trust Fund.

Other -- includes amount for MOST Fund and WSIF.

**Determination:** 2022-1

**Issue Date:** 02-22-2021

**Expire Date:** 09-30-2021 \*

**Craft/Classification:** Boilermaker- Blacksmith

**Indentured/Other:** 1 Indentured on/after 4/11/18

**Counties:** Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$28.540          | \$0.000          | \$0.730 | \$0.000          | \$3.900  | \$0.740 | \$33.910          |

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 2      | 6               | 1,000     | \$29.920          | \$0.000          | \$0.730  | \$0.000          | \$3.900  | \$0.740 | \$35.290          |
| 3      | 6               | 1,000     | \$34.520          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$74.070          |
| 4      | 6               | 1,000     | \$36.820          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$76.370          |
| 5      | 6               | 1,000     | \$39.120          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$78.670          |
| 6      | 6               | 1,000     | \$41.430          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$80.980          |

## FOOTNOTE(S)

Applies to the portion of San Luis Obispo County that is within a 25-mile radius of the city of Santa Maria

Pension -- includes amount for Annuity Trust Fund.

Other -- includes amount for MOST Fund and WSIF.

**Determination:** 2022-1

**Expire Date:** 09-30-2021 \*

**Indentured/Other:** 3 Indentured on/after 4/11/83

**Issue Date:** 02-22-2021

**Craft/Classification:** Boilermaker- Blacksmith

**County:** Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Napa, Nevada, Placer, Plumas, San Benito, San Joaquin, San Luis Obispo, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$28.270          | \$0.000          | \$0.730  | \$0.000          | \$4.400  | \$0.740 | \$34.140          |
| 2      | 6               | 1,000     | \$29.640          | \$0.000          | \$0.730  | \$0.000          | \$4.400  | \$0.740 | \$35.510          |
| 3      | 6               | 1,000     | \$34.200          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$73.930          |
| 4      | 6               | 1,000     | \$36.480          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$76.210          |
| 5      | 6               | 1,000     | \$38.760          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$78.490          |
| 6      | 6               | 1,000     | \$41.040          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$80.770          |

## FOOTNOTE(S)

Applies to the portion of San Luis Obispo County that is outside a 25-mile radius of the city of Santa Maria

Pension -- includes amount for Annuity Trust Fund.

Other -- includes amount for MOST Fund and WSIF.

**Determination:** 2022-1

**Issue Date:** 02-22-2021

**Expire Date:** 09-30-2021 \*

**Craft/Classification:** Boilermaker- Blacksmith

**Indentured/Other:** 1 Indentured before 4/11/18

**Counties:** Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$32.220          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$71.770          |
| 2      | 6               | 1,000     | \$34.520          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$74.070          |
| 3      | 6               | 1,000     | \$36.820          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$76.370          |
| 4      | 6               | 1,000     | \$39.120          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$78.670          |
| 5      | 6               | 1,000     | \$41.430          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$80.980          |
| 6      | 6               | 1,000     | \$43.730          | \$8.570          | \$18.440 | \$7.900          | \$3.900  | \$0.740 | \$83.280          |

## FOOTNOTE(S)

Applies to the portion of San Luis Obispo County that is within a 25-mile radius of the city of Santa Maria

Pension -- includes amount for Annuity Trust Fund.

Other -- includes amount for MOST Fund and WSIF.

**Determination:** 2022-1

**Issue Date:** 02-22-2021

**Expire Date:** 09-30-2021 \*

**Craft/Classification:** Boilermaker- Blacksmith

**Indentured/Other:** 2 Indentured before 4/11/18

**Counties:** Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$34.730          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$76.740          |
| 2      | 6               | 1,000     | \$37.220          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$79.230          |



| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 3      | 6               | 1,000     | \$39.700          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$81.710          |
| 4      | 6               | 1,000     | \$42.180          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$84.190          |
| 5      | 12              | 1,000     | \$44.660          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$86.670          |
| 6      | 12              | 1,000     | \$47.140          | \$8.570          | \$22.300 | \$6.000          | \$4.400  | \$0.740 | \$89.150          |

## FOOTNOTE(S)

Pension -- includes amount for Annuity Trust Fund.

Other -- includes amount for MOST Fund and WSIF.

**Determination:** 2022-1

**Expire Date:** 09-30-2021 \*

**Indentured/Other:** 3 Indentured before 4/11/18

**Issue Date:** 09-22-2021

**Craft/Classification:** Boilermaker- Blacksmith

**Counties:** Alpine, Amador, Butte, Calaveras, Colusa, Colusa Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Napa, Nevada, Placer, Plumas, San Benito, San Joaquin, San Luis Obispo, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$31.920          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$71.650          |
| 2      | 6               | 1,000     | \$33.200          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$73.930          |
| 3      | 6               | 1,000     | \$36.480          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$76.210          |
| 4      | 6               | 1,000     | \$38.760          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$78.490          |
| 5      | 6               | 1,000     | \$41.040          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$80.770          |
| 6      | 6               | 1,000     | \$43.320          | \$8.570          | \$20.520 | \$5.500          | \$4.400  | \$0.740 | \$83.050          |

## FOOTNOTE(S)

Applies to the portion of San Luis Obispo County that is outside a 25-mile radius of the city of Santa Maria

Pension -- includes amount for Annuity Trust Fund.

Other -- includes amount for MOST Fund and WSIF.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 04-30-2022 \*\*

**Craft/Classification:** Bricklayer, Stonemason

**Indentured/Other:** RIV

**Counties:** Riverside, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$21.680          | \$8.500          | \$2.980 | \$0.000          | \$0.340  | \$0.000 | \$33.500          |
| 2      | 6               | N/A       | \$23.840          | \$8.500          | \$2.980 | \$0.000          | \$0.360  | \$0.000 | \$35.680          |
| 3      | 6               | N/A       | \$26.010          | \$9.250          | \$4.220 | \$0.000          | \$0.400  | \$0.000 | \$39.890          |
| 4      | 6               | N/A       | \$28.180          | \$9.250          | \$6.230 | \$0.000          | \$0.440  | \$0.000 | \$44.100          |
| 5      | 6               | N/A       | \$30.350          | \$9.250          | \$8.480 | \$0.000          | \$0.490  | \$0.000 | \$48.570          |
| 6      | 6               | N/A       | \$34.680          | \$9.250          | \$8.480 | \$0.000          | \$0.530  | \$0.000 | \$52.940          |
| 7      | 6               | N/A       | \$39.020          | \$9.250          | \$8.480 | \$0.000          | \$0.570  | \$0.000 | \$57.320          |

## FOOTNOTE(S)

Craft/Classification: Bricklayer, Stonemason, Marble Mason, Cement Blocklayer, Pointer, Caulker, Cleaner

Basic Hourly Rate -- includes amount for Dues checkoff and Compliance fund.

Training -- Amount is for CMI Training Fund.

**\*\*JOURNEYMAN PREDETERMINED INCREASES:**

Effective 5/1/2022: an increase of \$2.00 to be allocated to wages and/or employer payments.

Effective 5/1/2023: an increase of \$2.10 to be allocated to wages and/or employer payments.

Effective 5/1/2024: an increase of \$2.20 to be allocated to wages and/or employer payments.

Effective 5/1/2025: an increase of \$2.20 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 04-30-2022 \*

**Craft/Classification:** Mason Finisher

**Counties:** Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Tulare, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$22.310          | \$5.500          | \$ .000 | \$ .000          | \$ .280  | \$ .000 | \$28.090          |
| 2      | 6               | N/A       | \$26.030          | \$5.500          | \$ .000 | \$ .000          | \$ .320  | \$ .000 | \$31.850          |
| 3      | 6               | N/A       | \$29.750          | \$5.500          | \$ .000 | \$ .000          | \$ .360  | \$ .000 | \$35.610          |
| 4      | 6               | N/A       | \$33.470          | \$5.500          | \$ .000 | \$ .000          | \$ .390  | \$ .000 | \$39.360          |

## FOOTNOTE(S)

Basic Hourly Rate -- includes amount for Davis checkoff and Compliance fund.

Training -- Amount is for In-Training Fund.

\* No Predetermined Increases

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*\*

**Craft/Classification:** Bricklayer

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 500       | \$17.910          | \$5.670          | \$2.000 | \$3.080          | \$0.700  | \$0.450 | \$29.810          |
| 2      | N/A             | 500       | \$19.700          | \$5.670          | \$2.000 | \$3.080          | \$0.700  | \$0.450 | \$31.600          |
| 3      | N/A             | 500       | \$21.490          | \$5.670          | \$2.000 | \$3.080          | \$0.700  | \$0.450 | \$33.390          |
| 4      | N/A             | 500       | \$25.070          | \$5.670          | \$2.000 | \$3.080          | \$0.700  | \$0.450 | \$36.970          |
| 5      | N/A             | 500       | \$28.650          | \$5.670          | \$2.000 | \$3.080          | \$0.700  | \$0.450 | \$40.560          |
| 6      | N/A             | 500       | \$30.450          | \$5.670          | \$2.000 | \$3.080          | \$0.700  | \$0.450 | \$42.350          |

## FOOTNOTE(S)

Pension: Includes an amount (\$0.25) per hour worked for annuity.

Vacation/Holiday: Includes an amount (\$1.21) per hour worked for supplemental dues.

Other: Includes Contributions for Center for Contract Compliance (\$0.26), Industry Fund (\$0.13), and Laborers Trusts' Administrative Trust Fund (\$0.06).

### \*\*JOURNEYMAN PREDETERMINED INCREASES

Effective 7/1/22: an increase of \$0.34 to Pension and \$2.16 to wages and/or fringes.

Effective 7/1/2023: an increase of \$2.60 to be allocated to wages and/or fringes.

Effective 7/1/2024: an increase of \$2.70 to be allocated to wages and/or fringes.

Effective 7/1/2025: an increase of \$2.20 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following

address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Expire Date:** 06-30-2022 \*

**Indentured/Other:** Area 1

**Issue Date:** 02-22-2022

**Craft/Classification:** Carpenter

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$31.000          |
| 2      | N/A             | 600       | \$22.220          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$35.440          |
| 3      | N/A             | 600       | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.880          |
| 4      | N/A             | 600       | \$28.890          | \$8.000          | \$1.750 | \$7.160          | \$0.620  | \$2.440 | \$48.860          |
| 5      | N/A             | 600       | \$31.110          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$52.080          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$54.300          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$57.520          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$61.970          |

## FOOTNOTE(S)

Indentured on/after July 1, 2018.

Vacation--Includes an amount for Supplemental Dues.

Other--Includes an amount for Contract Administration, Cooperation Committee, Industry Training & Cooperation Committee/Partnership for Jobs. For periods 4-8, includes an amount for Annuity.

**Determination:** 2022-1

**Expire Date:** 06-30-2022 \*

**Indentured/Other:** Area 1

**Issue Date:** 02-22-2022

**Craft/Classification:** Carpenter

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$35.000          |
| 2      | N/A             | 600       | \$22.220          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$39.440          |
| 3      | N/A             | 600       | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.880          |
| 4      | N/A             | 600       | \$28.890          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$52.770          |
| 5      | N/A             | 600       | \$31.110          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$54.990          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$57.210          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$59.430          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$63.880          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation--Includes an amount for Supplemental Dues.

Other--Includes an amount for Contract Administration, Cooperation Committee, Industry Advancement, & Cooperation Committee/Partnership for Jobs. For periods 4-8, includes an amount for Annuity.



# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Bridge Carpenter

**Indentured/Other:** Bridge Carpenter

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.830          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$31.050          |
| 2      | N/A             | 600       | \$22.290          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$35.510          |
| 3      | N/A             | 600       | \$26.740          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.960          |
| 4      | N/A             | 600       | \$28.970          | \$8.000          | \$1.750 | \$7.160          | \$0.620  | \$2.440 | \$48.940          |
| 5      | N/A             | 600       | \$31.200          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$52.170          |
| 6      | N/A             | 600       | \$33.430          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$54.400          |
| 7      | N/A             | 600       | \$35.660          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$57.630          |
| 8      | N/A             | 600       | \$40.110          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$62.080          |

## FOOTNOTE(S)

Indentured on/after July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Dues.

Other--Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Annuity.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Bridge Carpenter

**Indentured/Other:** Bridge Carpenter

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|-------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.830          | \$8.000          | \$ .000 | \$8.160           | \$.620   | \$.440  | \$35.050          |
| 2      | N/A             | 600       | \$22.290          | \$8.000          | \$ .000 | \$8.160           | \$.620   | \$.440  | \$39.510          |
| 3      | N/A             | 600       | \$26.740          | \$8.000          | \$ .000 | \$8.160           | \$.620   | \$1.440 | \$44.960          |
| 4      | N/A             | 600       | \$28.970          | \$8.000          | \$5.660 | \$7.160           | \$.620   | \$2.440 | \$52.850          |
| 5      | N/A             | 600       | \$31.200          | \$8.000          | \$5.660 | \$7.160           | \$.620   | \$2.440 | \$55.080          |
| 6      | N/A             | 600       | \$33.430          | \$8.000          | \$5.660 | \$7.160           | \$.620   | \$2.440 | \$57.310          |
| 7      | N/A             | 600       | \$35.660          | \$8.000          | \$5.660 | \$7.160           | \$.620   | \$2.440 | \$59.540          |
| 8      | N/A             | 600       | \$40.110          | \$8.000          | \$5.660 | \$7.160           | \$.620   | \$2.440 | \$63.990          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Days.

Other--Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Acoustical Installer  
(Carpenter)

**Indentured/Other:** Acoustical Installer - Area 1

**Counties:** Imperial, Los Angeles, Orange,  
Riverside, San Bernardino, San Luis Obispo,  
Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Annuity | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.670 | \$31.230          |
| 2      | N/A             | 1,000     | \$22.220          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.670 | \$35.670          |
| 3      | N/A             | 1,000     | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.670 | \$45.110          |
| 4      | N/A             | 1,000     | \$28.890          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.670 | \$49.090          |
| 5      | N/A             | 1,000     | \$31.110          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.670 | \$52.310          |
| 6      | N/A             | 700       | \$33.330          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.670 | \$54.530          |
| 7      | N/A             | 700       | \$35.550          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.670 | \$57.750          |
| 8      | N/A             | 500       | \$40.000          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.670 | \$62.200          |

## FOOTNOTES:

Indentured on/after July 1, 2018.

Vacation/Annuity includes an amount for supplemental dues.

Includes Cooperation Committee, Industry Advancement Fund, Cooperation Committee/Partnership for Jobs, Contract Administration & Acoustic Industry Advancement Fund. For periods 4-8, includes an amount for Annuity.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Acoustical Installer  
(Carpenter)

**Indentured/Other:** Acoustical Installer - Area 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|-------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$8.000          | \$0.000 | \$8.160           | \$0.620  | \$0.670 | \$35.230          |
| 2      | N/A             | 1,000     | \$22.220          | \$8.000          | \$0.000 | \$8.160           | \$0.620  | \$0.670 | \$39.670          |
| 3      | N/A             | 1,000     | \$26.660          | \$8.000          | \$0.000 | \$8.160           | \$0.620  | \$1.670 | \$45.130          |
| 4      | N/A             | 1,000     | \$28.890          | \$8.000          | \$5.660 | \$7.160           | \$0.620  | \$2.670 | \$53.000          |
| 5      | N/A             | 1,000     | \$31.110          | \$8.000          | \$5.660 | \$7.160           | \$0.620  | \$2.670 | \$55.220          |
| 6      | N/A             | 700       | \$33.330          | \$8.000          | \$5.660 | \$7.160           | \$0.620  | \$2.670 | \$57.440          |
| 7      | N/A             | 700       | \$35.550          | \$8.000          | \$5.660 | \$7.160           | \$0.620  | \$2.670 | \$59.660          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$5.660 | \$7.160           | \$0.620  | \$2.670 | \$64.110          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation & Holiday: Includes an amount for supplemental dues.

Other-- Cooperation Committee, Industry Advancement Fund, Cooperationg Committee/Partnership for Jobs, Contract Administration & Acoustic Industry Advancement Fund. For periods 4-8, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Hardwood Floor Layer  
(Carpenter)

**Indentured/Other:** Area 1

**Counties:** Imperial, Los Angeles, Orange,  
Riverside, San Bernardino, San Luis Obispo,  
Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Bonus | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|-----------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$4.000          | \$0.000 | \$8.160         | \$0.620  | \$0.440 | \$31.000          |
| 2      | N/A             | 600       | \$22.220          | \$4.000          | \$0.000 | \$8.160         | \$0.620  | \$0.440 | \$35.440          |
| 3      | N/A             | 600       | \$26.660          | \$8.000          | \$0.000 | \$8.160         | \$0.620  | \$1.440 | \$44.880          |
| 4      | N/A             | 600       | \$28.890          | \$8.000          | \$2.750 | \$7.160         | \$0.620  | \$2.440 | \$48.860          |
| 5      | N/A             | 600       | \$31.110          | \$8.000          | \$2.750 | \$7.160         | \$0.620  | \$2.440 | \$52.080          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$2.750 | \$7.160         | \$0.620  | \$2.440 | \$54.300          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$3.750 | \$7.160         | \$0.620  | \$2.440 | \$57.520          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$3.750 | \$7.160         | \$0.620  | \$2.440 | \$61.970          |

## FOOTNOTES:

Indentured on/after July 1, 2018.

Vacation and bonus includes an amount for Supplemental Dues.

Other includes amounts for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, & Industry Advancement. For periods 4-8, includes an amount for Annuity.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Hardwood Floor Layer  
(Carpenter)

**Indentured/Other:** Area 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.400 | \$35.000          |
| 2      | N/A             | 600       | \$22.220          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.400 | \$39.440          |
| 3      | N/A             | 600       | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.880          |
| 4      | N/A             | 600       | \$28.890          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$52.770          |
| 5      | N/A             | 600       | \$31.110          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$54.990          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$57.210          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$59.430          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$63.880          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation and holiday--Includes an amount for Supplemental Dues.

Other--Includes amounts for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs, & Industry Advancement. For periods 4-8, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Insulation Installer  
(Carpenter)

**Indentured/Other:** Insulation Installer - Area 1

**Counties:** Imperial, Los Angeles, Orange,  
Riverside, San Bernardino, San Luis Obispo,  
Santa Barbara, Ventura

| Period | Duration<br>Months | OJT<br>Hours | Basic<br>Hourly<br>Rate | Health &<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other   | Total<br>Hourly<br>Rate |
|--------|--------------------|--------------|-------------------------|---------------------|---------|----------------------|----------|---------|-------------------------|
| 1      | N/A                | 1,000        | \$17.780                | \$4.000             | \$0.000 | \$8.160              | \$0.620  | \$0.440 | \$31.000                |
| 2      | N/A                | 1,000        | \$22.220                | \$4.000             | \$0.000 | \$8.160              | \$0.620  | \$0.440 | \$35.440                |
| 3      | N/A                | 1,000        | \$26.660                | \$8.000             | \$0.000 | \$8.160              | \$0.620  | \$1.440 | \$44.880                |
| 4      | N/A                | 800          | \$28.890                | \$8.000             | \$2.750 | \$7.160              | \$0.620  | \$2.440 | \$48.860                |
| 5      | N/A                | 800          | \$31.110                | \$8.000             | \$2.750 | \$7.160              | \$0.620  | \$2.440 | \$52.080                |
| 6      | N/A                | 600          | \$33.330                | \$8.000             | \$2.750 | \$7.160              | \$0.620  | \$2.440 | \$54.300                |
| 7      | N/A                | 600          | \$35.550                | \$8.000             | \$3.750 | \$7.160              | \$0.620  | \$2.440 | \$57.520                |
| 8      | N/A                | 600          | \$40.000                | \$8.000             | \$3.750 | \$7.160              | \$0.620  | \$2.440 | \$61.970                |

## FOOTNOTES:

Indentured on/after July 1, 2018.

Vacation: 2 Hours. Includes an amount for Supplemental Dues.

Other: Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Annuity.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Insulation Installer  
(Carpenter)

**Indentured/Other:** Insulation Installer - Area 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.400 | \$35.000          |
| 2      | N/A             | 1,000     | \$22.220          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.400 | \$39.440          |
| 3      | N/A             | 1,000     | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.880          |
| 4      | N/A             | 800       | \$28.890          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$52.770          |
| 5      | N/A             | 800       | \$31.110          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$54.990          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$57.210          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$59.430          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$63.880          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Dues.

Other--Includes an amount Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Annuity.



# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Shingler (Carpenter)

**Indentured/Other:** Shingler - Area 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.830          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$31.050          |
| 2      | N/A             | 600       | \$22.290          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$35.510          |
| 3      | N/A             | 600       | \$26.740          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.960          |
| 4      | N/A             | 600       | \$28.970          | \$8.000          | \$1.750 | \$7.160          | \$0.620  | \$2.440 | \$48.940          |
| 5      | N/A             | 600       | \$31.200          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$52.170          |
| 6      | N/A             | 600       | \$33.430          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$54.400          |
| 7      | N/A             | 600       | \$35.660          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$57.630          |
| 8      | N/A             | 600       | \$40.110          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$62.080          |

## FOOTNOTE(S)

Indentured on/after July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Dues

Other--Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Apprenticeship.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Shingler (Carpenter)

**Indentured/Other:** Shingler - Area 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.830          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$35.050          |
| 2      | N/A             | 600       | \$22.290          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$39.510          |
| 3      | N/A             | 600       | \$26.740          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$44.960          |
| 4      | N/A             | 600       | \$28.970          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$52.850          |
| 5      | N/A             | 600       | \$31.200          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$55.080          |
| 6      | N/A             | 600       | \$33.430          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$57.310          |
| 7      | N/A             | 600       | \$35.660          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$59.540          |
| 8      | N/A             | 600       | \$40.110          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$63.990          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Days.

Other--Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 03-31-2022 \*

**Craft/Classification:** Motion Picture Furniture Installer  
(Carpenter)

**Counties:** Imperial, Inyo, Kern, Los Angeles,  
Mono, Orange, Riverside, San Bernardino, San  
Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration<br>Months | OJT<br>Hours | Basic<br>Hourly<br>Rate | Health &<br>Welfare | Pension | Vacation/<br>Sick Pay | Training | Other   | Total<br>Hourly<br>Rate |
|--------|--------------------|--------------|-------------------------|---------------------|---------|-----------------------|----------|---------|-------------------------|
| 1      | 6                  | 600          | \$15.000                | \$5.190             | \$0.000 | \$1.850               | \$0.100  | \$0.030 | \$22.170                |
| 2      | 6                  | 600          | \$15.200                | \$5.190             | \$0.000 | \$1.850               | \$0.100  | \$0.030 | \$22.370                |
| 3      | 6                  | 600          | \$16.000                | \$5.190             | \$0.000 | \$1.850               | \$0.100  | \$0.030 | \$23.170                |
| 4      | 6                  | 600          | \$16.800                | \$5.190             | \$0.000 | \$1.850               | \$0.100  | \$0.030 | \$23.970                |
| 5      | 6                  | 600          | \$17.400                | \$5.190             | \$1.860 | \$1.850               | \$0.100  | \$0.030 | \$26.430                |
| 6      | 6                  | 600          | \$18.400                | \$5.190             | \$1.860 | \$1.850               | \$0.100  | \$0.030 | \$27.430                |

## FOOTNOTE(S)

Vacation includes \$0.85 for Supplemental Dues.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Scaffold Builder (Carpenter)

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 600       | \$15.000          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$28.220          |
| 2      | 6               | 600       | \$17.820          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$31.040          |
| 3      | 6               | 600       | \$21.380          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$39.600          |
| 4      | 6               | 600       | \$23.170          | \$8.000          | \$1.750 | \$7.160          | \$0.620  | \$2.440 | \$43.140          |
| 5      | 6               | 600       | \$24.950          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$45.920          |
| 6      | 6               | 600       | \$26.730          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.440 | \$47.700          |
| 7      | 6               | 600       | \$28.510          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$50.480          |
| 8      | 6               | 600       | \$32.080          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.440 | \$54.050          |

## FOOTNOTE(S)

Indentured on/after July 1, 2018.

Vacation/Holiday--Includes an amount for Supplemental Dues.

Other--Includes an amount for Contract Administration, Cooperation Committee and Industry Agreement. For periods 4-8, includes an amount for Annuity.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Scaffold Builder (Carpenter)

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 600       | \$15.000          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$32.220          |
| 2      | 6               | 600       | \$17.820          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.440 | \$35.040          |
| 3      | 6               | 600       | \$21.380          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.440 | \$39.600          |
| 4      | 6               | 600       | \$23.170          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$47.050          |
| 5      | 6               | 600       | \$24.950          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$48.830          |
| 6      | 6               | 600       | \$26.730          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$50.610          |
| 7      | 6               | 600       | \$28.510          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$52.390          |
| 8      | 6               | 600       | \$32.080          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.440 | \$55.960          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation/Holiday--Includes an amount for Supplemental Due

Other--Includes an amount for Contract Administration, Cooperation Committee and Industry Advancement. For periods 4-8, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 04-30-2022 \*

**Craft/Classification:** Carpet, Linoleum and Resilient Floor Layer

**Counties:** Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Sick Pay | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|--------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$17.980          | \$0.000          | \$1.510 | \$1.150            | \$0.630  | \$0.280 | \$21.280          |
| 2      | 6               | N/A       | \$19.980          | \$5.780          | \$1.730 | \$1.490            | \$0.630  | \$0.280 | \$29.890          |
| 3      | 6               | N/A       | \$21.970          | \$5.780          | \$1.920 | \$1.630            | \$0.630  | \$0.280 | \$32.210          |
| 4      | 6               | N/A       | \$23.970          | \$5.780          | \$2.100 | \$1.750            | \$0.630  | \$0.280 | \$34.510          |
| 5      | 6               | N/A       | \$25.970          | \$5.780          | \$2.510 | \$1.990            | \$0.630  | \$0.280 | \$37.160          |
| 6      | 6               | N/A       | \$27.970          | \$5.780          | \$2.930 | \$2.230            | \$0.630  | \$0.280 | \$39.820          |
| 7      | 6               | N/A       | \$31.960          | \$5.780          | \$3.300 | \$2.470            | \$0.630  | \$0.280 | \$44.420          |
| 8      | 6               | N/A       | \$35.960          | \$5.780          | \$3.680 | \$2.650            | \$0.630  | \$0.280 | \$48.980          |

## FOOTNOTES

Basic Hourly Rate -- includes an amount for Dues Check Off.

Training -- includes Fee.

Other -- includes Labor Management Partnership, Floor Labor Management Cooperation Committee and Contract Administration Trust Fund.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 04-30-2022 \*

**Craft/Classification:** Carpet, Linoleum and Resilient Floor Layer

**Indentured/Other:** Shift

**Counties:** Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$21.580          | \$5.000          | \$1.240 | \$1.150          | \$0.630  | \$0.280 | \$29.880          |
| 2      | 6               | N/A       | \$23.980          | \$5.780          | \$1.730 | \$1.490          | \$0.630  | \$0.280 | \$33.890          |
| 3      | 6               | N/A       | \$26.360          | \$5.780          | \$1.920 | \$1.630          | \$0.630  | \$0.280 | \$36.600          |
| 4      | 6               | N/A       | \$28.760          | \$5.780          | \$2.100 | \$1.750          | \$0.630  | \$0.280 | \$39.300          |
| 5      | 6               | N/A       | \$31.640          | \$5.780          | \$2.510 | \$1.990          | \$0.630  | \$0.280 | \$42.830          |
| 6      | 6               | N/A       | \$33.560          | \$5.780          | \$2.930 | \$2.230          | \$0.630  | \$0.280 | \$45.410          |
| 7      | 6               | N/A       | \$38.350          | \$5.780          | \$3.300 | \$2.470          | \$0.630  | \$0.280 | \$50.810          |
| 8      | 6               | N/A       | \$43.150          | \$5.780          | \$3.680 | \$2.650          | \$0.630  | \$0.280 | \$56.170          |

## FOOTNOTE(S)

Basic Hourly Rate -- includes an amount for Dues Check Off.

Training -- includes FTI.

Other -- includes Labor Management Partnership, Floor Labor Management Cooperation Committee and Contract Administration Trust Fund.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*\*

**Craft/Classification:** Cement Mason

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$20.030          | \$8.380          | \$0.000  | \$2.380          | \$0.640  | \$0.240 | \$31.670          |
| 2      | 6               | N/A       | \$22.030          | \$8.380          | \$0.000  | \$2.380          | \$0.640  | \$0.240 | \$33.670          |
| 3      | 6               | N/A       | \$24.030          | \$8.380          | \$0.000  | \$2.380          | \$0.640  | \$0.240 | \$35.670          |
| 4      | 6               | N/A       | \$26.030          | \$8.380          | \$0.000  | \$7.280          | \$0.640  | \$0.240 | \$42.570          |
| 5      | 6               | N/A       | \$28.040          | \$8.380          | \$10.260 | \$7.280          | \$0.640  | \$0.240 | \$54.840          |
| 6      | 6               | N/A       | \$30.040          | \$8.380          | \$10.260 | \$7.280          | \$0.640  | \$0.240 | \$56.840          |
| 7      | 6               | N/A       | \$32.040          | \$8.380          | \$10.260 | \$7.280          | \$0.640  | \$0.240 | \$58.840          |
| 8      | 6               | N/A       | \$36.050          | \$8.380          | \$10.260 | \$7.280          | \$0.640  | \$0.240 | \$62.850          |

## FOOTNOTE(S)

Vacation - includes an amount for supplemental dues.

Other - includes amount for Industry Advancement, Contract Administration, and Labor-Management Cooperation Committee Trust.

See Payroll Predetermined Increases

Effective 7/1/2022 - an increase of \$2.25 to be allocated: \$0.15 to Pension, and \$2.10 to wages and/or fringes.

Effective 7/1/2023 - an increase of \$2.25 to be allocated: \$0.15 to Pension, and \$2.10 to wages and/or fringes.

Effective 7/1/2024 - an increase of \$2.15 to be allocated: \$0.15 to Pension, and \$2.00 to wages and/or fringes.



There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Drywall Installer/Lather (Carpenter)

**Indentured/Other:** SC - Ind. on/or after 7/1/2018

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.000 | \$30.560          |
| 2      | N/A             | 600       | \$22.220          | \$4.000          | \$0.000 | \$8.160          | \$0.620  | \$0.000 | \$35.000          |
| 3      | N/A             | 600       | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.000 | \$44.440          |
| 4      | N/A             | 600       | \$28.890          | \$8.000          | \$0.000 | \$7.160          | \$0.620  | \$2.770 | \$49.190          |
| 5      | N/A             | 600       | \$31.110          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.770 | \$52.410          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$2.750 | \$7.160          | \$0.620  | \$2.770 | \$54.630          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.770 | \$57.850          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$3.750 | \$7.160          | \$0.620  | \$2.770 | \$62.300          |

## FOOTNOTES:

Vacation/Holiday -- Includes an amount per hour worked for Supplemental Dues.

Other -- Includes amounts for Contract Administration, Cooperation Committee, Drywall Industry Fund, Partnership for Jobs Fund and Annuity.

NO PREDETERMINED INCREASES:

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Drywall Installer/Lather (Carpenter)

**Indentured/Other:** SC - Ind. prior to 7/1/2018

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.780          | \$8.000          | \$0.000 | \$8.160          | \$.620   | \$0.000 | \$34.560          |
| 2      | N/A             | 600       | \$22.220          | \$8.000          | \$0.000 | \$8.160          | \$.620   | \$0.000 | \$39.000          |
| 3      | N/A             | 600       | \$26.660          | \$8.000          | \$0.000 | \$8.160          | \$.620   | \$0.000 | \$44.440          |
| 4      | N/A             | 600       | \$28.890          | \$8.000          | \$5.660 | \$7.160          | \$.620   | \$2.770 | \$53.100          |
| 5      | N/A             | 600       | \$31.110          | \$8.000          | \$5.660 | \$7.160          | \$.620   | \$2.770 | \$53.320          |
| 6      | N/A             | 600       | \$33.330          | \$8.000          | \$5.660 | \$7.160          | \$.620   | \$2.770 | \$57.540          |
| 7      | N/A             | 600       | \$35.550          | \$8.000          | \$5.660 | \$7.160          | \$.620   | \$2.770 | \$59.760          |
| 8      | N/A             | 600       | \$40.000          | \$8.000          | \$5.660 | \$7.160          | \$.620   | \$2.770 | \$64.210          |

## FOOTNOTE(S)

Vacation/Holiday -- Includes an amount per hour worked for Supplemental Dues.

Other -- Includes amounts for Contract Administration, Cooperation Committee, Drywall Industry Fund, Partnership for Jobs Fund and Annuity.

\*NO PREDETERMINED INCREASES.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 09-30-2022 \*

**Craft/Classification:** Drywall Finisher

**Counties:** Imperial, Los Angeles (Except For Antelope Valley), Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 900       | \$19.630          | \$8.850          | \$1.450 | \$1.450          | \$0.870  | \$1.020 | \$32.270          |
| 2      | 6               | 900       | \$21.820          | \$8.850          | \$2.580 | \$2.050          | \$0.870  | \$1.020 | \$37.190          |
| 3      | 6               | 900       | \$24.000          | \$8.850          | \$2.630 | \$2.150          | \$0.870  | \$1.020 | \$39.520          |
| 4      | 6               | 900       | \$26.180          | \$8.850          | \$3.700 | \$2.250          | \$0.870  | \$1.020 | \$43.330          |
| 5      | 6               | 900       | \$28.360          | \$8.850          | \$5.430 | \$3.350          | \$0.870  | \$1.020 | \$47.880          |
| 6      | 6               | 900       | \$34.900          | \$8.850          | \$5.580 | \$3.650          | \$0.870  | \$1.020 | \$54.870          |

## FOOTNOTE(S)

BHR -- Includes amount for dues check off.

Other -- For LMCC.

Application of wage schedule above to Los Angeles County excludes northern Antelope Valley.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 09-30-2022 \*

**Craft/Classification:** Drywall Finisher

**Counties:** Inyo, Kern, Los Angeles (Antelope Valley Area), Mono

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|-------|-------------------|
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|-------|-------------------|

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 900       | \$19.630          | \$8.850          | \$.450  | \$1.450          | \$.870   | \$1.020 | \$32.270          |
| 2      | 6               | 900       | \$21.820          | \$8.850          | \$2.580 | \$2.050          | \$.870   | \$1.020 | \$37.190          |
| 3      | 6               | 900       | \$24.000          | \$8.850          | \$2.630 | \$2.150          | \$.870   | \$1.020 | \$40.520          |
| 4      | 6               | 900       | \$26.180          | \$8.850          | \$4.160 | \$2.250          | \$.870   | \$1.020 | \$43.330          |
| 5      | 6               | 900       | \$28.360          | \$8.850          | \$5.430 | \$3.350          | \$.870   | \$1.020 | \$47.880          |
| 6      | 6               | 900       | \$34.900          | \$8.850          | \$5.580 | \$3.650          | \$.870   | \$1.020 | \$54.870          |

## FOOTNOTE(S)

BHR -- Includes an amount for dues check off.

Other -- For LMCC.

Chart above applies to the portion of Los Angeles county described as Northern Antelope Valley only which is Highway 5, South on U.S. 5 to Highway N2; East on Highway N2 to Palmdale Blvd. to Highway 14; South to Highway 18; East to Highway 225. (Although chart above is based on a different journeyman wage than other portion of LA county, negotiated apprentice wages are the same.)

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Electrician, Inside Wireman

**Indentured/Other:** ZONE A

**Shift:** 1

**Counties:** San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$18.300          | \$10.860         | \$5.500  | \$0.000          | \$0.000  | \$0.000 | \$29.710          |
| 2      | 6               | N/A       | \$20.590          | \$10.860         | \$6.000  | \$0.000          | \$0.000  | \$0.000 | \$32.070          |
| 3      | 12              | N/A       | \$22.880          | \$10.860         | \$7.540  | \$0.000          | \$0.780  | \$0.490 | \$42.550          |
| 4      | 12              | N/A       | \$27.450          | \$10.860         | \$9.030  | \$0.000          | \$0.780  | \$0.520 | \$48.640          |
| 5      | 12              | N/A       | \$32.030          | \$10.860         | \$10.540 | \$0.000          | \$0.780  | \$0.540 | \$54.750          |
| 6      | 12              | N/A       | \$38.890          | \$10.860         | \$12.810 | \$0.000          | \$0.780  | \$0.570 | \$63.910          |

## FOOTNOTE(S)

Zone A is defined as the portion of the San Bernardino County 80 road miles from San Bernardino City Hall at 290 N D Street in San Bernardino, CA 93401. For projects located outside Zone A, the Zone B rates apply.

Pension -- Includes an amount equal to 3% of BHR for the National Employees Benefit Fund (NEBF). NEBF is factored at the applicable overtime multiplier.

Other -- (excludes Period 1 and 2) Includes amounts for LMCC and Administrative Maintenance Fund (0.5% of BHR). Administrative Maintenance Fund is factored at the applicable overtime multiplier.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 6/1/2022: an increase of \$3.15 allocated to wages and/or employer payments.

Effective 6/1/2023: an increase of \$3.15 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations  
Office of the Director - Research Unit  
P.O. Box 420603  
San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Electrician, Inside Wireman

**Indentured/Other:** ZONE A - 2nd Shift

**Shift:** 2

**Counties:** San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$21.470          | \$10.860         | \$0.640  | \$0.000          | \$0.000  | \$0.000 | \$32.970          |
| 2      | 6               | N/A       | \$24.150          | \$10.860         | \$0.750  | \$0.000          | \$0.000  | \$0.000 | \$35.730          |
| 3      | 12              | N/A       | \$26.830          | \$10.860         | \$0.7650 | \$0.000          | \$0.780  | \$0.510 | \$46.630          |
| 4      | 12              | N/A       | \$32.200          | \$10.860         | \$0.9100 | \$0.000          | \$0.780  | \$0.540 | \$53.560          |
| 5      | 12              | N/A       | \$37.570          | \$10.860         | \$1.0710 | \$0.000          | \$0.780  | \$0.570 | \$60.490          |
| 6      | 12              | N/A       | \$45.620          | \$10.860         | \$1.3000 | \$0.000          | \$0.780  | \$0.610 | \$70.880          |

## FOOTNOTE(S)

Zone A is defined as the portion of the San Bernardino County 80 road miles from San Bernardino City Hall at 290 N D Street in San Bernardino, CA 93401. For projects located outside Zone A, the Zone B rates apply.

Pension -- includes an amount equal to 3% of BHR for the National Employees Benefit Fund (NEBF). NEBF is factored at the applicable overtime multiplier.

Other -- (excluding Period 1 and 2) Includes amounts for LMCC and Administrative Maintenance Fund (0.5% of BHR). Administrative Maintenance Fund is factored at the applicable overtime multiplier.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 6/1/2022: an increase of \$3.15 allocated to wages and/or employer payments.

Effective 6/1/2023: an increase of \$3.15 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations  
Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Electrician, Inside Wireman

**Indentured/Other:** ZONE A - 3rd Shift

**Shift:** 3

**Counties:** San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$24.050          | \$10.860         | \$0.720 | \$0.000          | \$0.000  | \$0.000 | \$35.630          |
| 2      | 6               | N/A       | \$27.050          | \$10.860         | \$0.810 | \$0.000          | \$0.000  | \$0.000 | \$38.720          |
| 3      | 12              | N/A       | \$30.060          | \$10.860         | \$0.750 | \$0.000          | \$0.780  | \$0.530 | \$49.980          |
| 4      | 12              | N/A       | \$36.070          | \$10.860         | \$0.250 | \$0.000          | \$0.780  | \$0.560 | \$57.560          |
| 5      | 12              | N/A       | \$42.080          | \$10.860         | \$0.800 | \$0.000          | \$0.780  | \$0.590 | \$65.150          |
| 6      | 12              | N/A       | \$51.100          | \$10.860         | \$0.170 | \$0.000          | \$0.780  | \$0.640 | \$76.550          |

## FOOTNOTE(S)

Zone A is defined as the portion of the San Bernardino County 80 road miles from San Bernardino City Hall at 290 N D Street in San Bernardino, CA 93401. For projects located outside Zone A, the Zone B rates apply.

Pension -- includes an amount equal to 3% of BHR for the National Employees Benefit Fund (NEBF). NEBF is factored at the applicable overtime multiplier.

Other -- (excluding Period 1 and 2) Includes amounts for LMCC and Administrative Maintenance Fund (0.5% of BHR). Administrative Maintenance Fund are factored at the applicable overtime multiplier.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 6/1/2022: an increase of \$3.15 allocated to wages and/or employer payments.

Effective 7/1/2022: an increase of \$3.15 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603



**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Electrician, Inside Wireman

**Indentured/Other:** ZONE B

**Shift:** 1

**Counties:** Inyo, Mono, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$24.380          | \$10.860         | \$0.730  | \$0.000          | \$0.000  | \$0.000 | \$35.970          |
| 2      | 6               | N/A       | \$27.430          | \$10.860         | \$0.820  | \$0.000          | \$0.000  | \$0.000 | \$39.110          |
| 3      | 12              | N/A       | \$30.480          | \$10.860         | \$7.760  | \$0.000          | \$0.880  | \$0.630 | \$50.610          |
| 4      | 12              | N/A       | \$36.570          | \$10.860         | \$9.310  | \$0.000          | \$0.880  | \$0.660 | \$58.280          |
| 5      | 12              | N/A       | \$42.670          | \$10.860         | \$10.860 | \$0.000          | \$0.880  | \$0.690 | \$65.960          |
| 6      | 12              | N/A       | \$51.810          | \$10.860         | \$13.160 | \$0.000          | \$0.880  | \$0.740 | \$77.480          |

## FOOTNOTE(S)

Zone B includes all of Inyo and Mono County and the portion of San Bernardino County over 80 miles from San Bernardino City Hall at 290 North D Street in San Bernardino, CA 93401.

BHR -- Includes amount withheld for working dues

Pension -- Includes an amount equal to 3% of BHR for the National Employees Benefit Fund (NEBF). NEBF is factored at the applicable overtime multiplier.

Other -- (excluding Periods 1 and 2) Includes amounts for LMCC and Administrative Maintenance Fund (0.5% of BHR). Administrative Maintenance Fund is factored at the applicable overtime multiplier.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 6/1/2022: an increase of \$3.65 allocated to wages and/or employer payments.

Effective 6/1/2023: an increase of \$4.15 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Electrician, Inside Wireman

**Indentured/Other:** ZONE B - 2nd Shift

**Shift:** 2

**Counties:** Inyo, Mono, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$28.600          | \$10.860         | \$0.860  | \$0.000          | \$0.000  | \$0.000 | \$40.320          |
| 2      | 6               | N/A       | \$32.170          | \$10.860         | \$0.970  | \$0.000          | \$0.000  | \$0.000 | \$44.000          |
| 3      | 12              | N/A       | \$35.750          | \$10.860         | \$7.920  | \$0.000          | \$0.000  | \$0.000 | \$54.530          |
| 4      | 12              | N/A       | \$42.900          | \$10.860         | \$9.500  | \$0.000          | \$0.880  | \$0.690 | \$64.830          |
| 5      | 12              | N/A       | \$50.050          | \$10.860         | \$11.080 | \$0.000          | \$0.000  | \$0.730 | \$73.600          |
| 6      | 12              | N/A       | \$60.770          | \$10.860         | \$13.460 | \$0.000          | \$0.800  | \$0.780 | \$86.750          |

## FOOTNOTE(S)

Zone B includes all of Inyo and Mono County and the portion of San Bernardino County over 80 miles from San Bernardino City Hall at 290 North D Street in San Bernardino, CA 93401.

BHR -- Includes amount withheld for working clothes.

Pension -- Includes an amount equal to 5% of BHR for the National Employees Benefit Fund (NEBF). NEBF is factored at the applicable overtime multiplier.

Other -- (excluding Period 1 and 2) Includes amounts for LMCC and Administrative Maintenance Fund (0.5% of BHR). Administrative Maintenance Fund is factored at the applicable overtime multiplier.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 6/1/2022: an increase of \$3.65 allocated to wages and/or employer payments.

Effective 6/1/2023: an increase of \$4.15 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Electrician, Inside Wireman

**Indentured/Other:** ZONE B - 3rd Shift

**Shift:** 3

**Counties:** Inyo, Mono, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$32.040          | \$10.860         | \$0.960  | \$0.000          | \$0.000  | \$0.000 | \$43.860          |
| 2      | 6               | N/A       | \$36.040          | \$10.860         | \$1.080  | \$0.000          | \$0.000  | \$0.000 | \$47.980          |
| 3      | 12              | N/A       | \$40.040          | \$10.860         | \$8.050  | \$0.000          | \$0.880  | \$0.680 | \$60.510          |
| 4      | 12              | N/A       | \$48.050          | \$10.860         | \$9.650  | \$0.000          | \$0.880  | \$0.720 | \$69.160          |
| 5      | 12              | N/A       | \$56.060          | \$10.860         | \$11.260 | \$0.000          | \$0.880  | \$0.760 | \$79.820          |
| 6      | 12              | N/A       | \$68.080          | \$10.860         | \$13.680 | \$0.000          | \$0.880  | \$0.820 | \$94.320          |

## FOOTNOTE(S)

Zone B includes all of Inyo and Mono County and the portion of San Bernardino County over 80 miles from San Bernardino City Hall at 290 North D Street in San Bernardino, CA 93401.

BHR -- Includes amount withheld for working duties.

Pension -- Includes an amount equal to 3% of BHR for the National Employees Benefit Fund (NEBF). NEBF is factored at the applicable overtime multiplier.

Other -- (excluding Period 1 and 2) Includes amounts for LMCC and Administrative Maintenance Fund (0.5% of BHR). Administrative Maintenance Fund is factored at the applicable overtime multiplier.

### JOURNEYMAN PREDETERMINED INCREASES:

Effective 6/1/2022: an increase of \$3.65 allocated to wages and/or employer payments.

Effective 6/1/2023: an increase of \$4.15 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 426003

San Francisco, CA 94142-0603

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 05-31-2022 \*

**Craft/Classification:** Electrical Utility Linemen

**Counties:** Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$36.110          | \$7.750          | \$12.380 | \$0.000          | \$0.180  | \$0.400 | \$56.820          |
| 2      | N/A             | 1,000     | \$39.120          | \$7.750          | \$12.470 | \$0.000          | \$0.200  | \$0.440 | \$59.980          |
| 3      | N/A             | 1,000     | \$42.130          | \$7.750          | \$12.560 | \$0.000          | \$0.210  | \$0.460 | \$63.110          |
| 4      | N/A             | 1,000     | \$45.140          | \$7.750          | \$12.650 | \$0.000          | \$0.230  | \$0.500 | \$66.270          |
| 5      | N/A             | 1,000     | \$48.150          | \$7.750          | \$12.740 | \$0.000          | \$0.240  | \$0.530 | \$69.410          |
| 6      | N/A             | 1,000     | \$51.160          | \$7.750          | \$12.830 | \$0.000          | \$0.260  | \$0.570 | \$72.570          |
| 7      | N/A             | 1,000     | \$54.170          | \$7.750          | \$12.930 | \$0.000          | \$0.270  | \$0.590 | \$75.710          |

## FOOTNOTE(S)

**PENSION** - Includes an amount equal to 3% of the basic hourly rate for the National Employees Benefit Fund which is factored at the applicable overtime multiplier for each overtime hour.

**TRAINING** - This amount is factored at the applicable overtime rate.

**OTHER** - Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime rate.

\* No Predetermined Increases

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 11-30-2022 \*

**Craft/Classification:** Sound Installer

**Shift:** 1

**Counties:** Inyo, Mono, Riverside, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 800       | \$17.820          | \$9.690          | \$5.520 | \$0.000          | \$0.300  | \$0.210 | \$28.550          |
| 2      | 6               | 800       | \$19.800          | \$9.690          | \$5.590 | \$0.000          | \$0.300  | \$0.210 | \$30.590          |
| 3      | 6               | 800       | \$21.780          | \$9.690          | \$4.220 | \$0.000          | \$0.300  | \$0.210 | \$36.230          |
| 4      | 6               | 800       | \$23.760          | \$9.690          | \$4.640 | \$0.000          | \$0.300  | \$0.210 | \$38.600          |
| 5      | 6               | 800       | \$25.740          | \$9.690          | \$5.030 | \$0.000          | \$0.300  | \$0.210 | \$40.970          |
| 6      | 6               | 800       | \$31.680          | \$9.690          | \$5.190 | \$0.000          | \$0.300  | \$0.210 | \$48.070          |

## FOOTNOTE(S)

Pension -- Includes an amount equal to 3% of the BHR for National Employees Benefit Fund. (This applies to overtime rates as well.) No Defined Pension Contribution for first and second period apprentices.

Other -- Includes an amount for the National Labor-Management Cooperation Fund (LMCC) and the Administrative Maintenance Fund.

**Determination:** 2022

**Issue Date:** 02-22-2022

**Expire Date:** 11-30-2022 \*

**Craft/Classification:** Sound Installer

**Shift:** 2

**Counties:** Inyo, Mono, Riverside, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 800       | \$20.900          | \$9.690          | \$0.630 | \$0.000          | \$0.300  | \$0.210 | \$31.730          |
| 2      | 6               | 800       | \$23.230          | \$9.690          | \$0.700 | \$0.000          | \$0.300  | \$0.210 | \$34.130          |

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 3      | 6               | 800       | \$25.550          | \$9.690          | \$4.370 | \$0.000          | \$0.300  | \$0.210 | \$40.120          |
| 4      | 6               | 800       | \$27.870          | \$9.690          | \$4.770 | \$0.000          | \$0.300  | \$0.210 | \$42.840          |
| 5      | 6               | 800       | \$30.190          | \$9.690          | \$5.170 | \$0.000          | \$0.300  | \$0.210 | \$45.560          |
| 6      | 6               | 800       | \$37.160          | \$9.690          | \$6.350 | \$0.000          | \$0.300  | \$0.210 | \$53.710          |

## FOOTNOTE(S)

Pension -- Includes an amount equal to 3% of the BHR for National Employees Benefit Fund. (This applies to overtime rates as well.) No Defined Pension Contribution for first and second period apprentices.

Other -- Includes an amount for the National Labor-Management Cooperation Fund (LMCC) and the Administrative Maintenance Fund.

**Determination:** 2022-1

**Issue Date:** 12-22-2022

**Expire Date:** 11-30-2022 \*

**Classification:** Sound Installer

**Shift:** 3

**Counties:** Inyo, Mono, Riverside, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 800       | \$23.420          | \$9.690          | \$0.700 | \$0.000          | \$0.300  | \$0.210 | \$34.320          |
| 2      | 6               | 800       | \$26.020          | \$9.690          | \$0.780 | \$0.000          | \$0.300  | \$0.210 | \$37.000          |
| 3      | 6               | 800       | \$28.620          | \$9.690          | \$4.460 | \$0.000          | \$0.300  | \$0.210 | \$43.280          |
| 4      | 6               | 800       | \$31.220          | \$9.690          | \$4.870 | \$0.000          | \$0.300  | \$0.210 | \$46.290          |
| 5      | 6               | 800       | \$33.820          | \$9.690          | \$5.270 | \$0.000          | \$0.300  | \$0.210 | \$49.290          |
| 6      | 6               | 800       | \$41.630          | \$9.690          | \$6.490 | \$0.000          | \$0.300  | \$0.210 | \$58.320          |

## FOOTNOTE(S)

Pension -- Includes an amount equal to 3% of the BHR for National Employees Benefit Fund. (This applies to overtime rates as well.) No Defined Pension Contribution for first and second period apprentices.

Other -- Includes an amount for the National Labor-Management Cooperation Fund (LMCC) and the Administrative Maintenance Fund.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 07-08-2022 \*

**Craft/Classification:** Electrician/Constructor

**Counties:** Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern (Portion North Of The Tehachapi Line), Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Bernardino (Portion North Of The Tehachapi Line), San Francisco, San Joaquin, San Luis Obispo (Portion North Of The Tehachapi Line), San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 600       | \$37.270          | \$0.000          | \$0.000  | \$2.240          | \$0.000  | \$0.000 | \$39.510          |
| 2      | 6               | 600       | \$41.000          | \$16.025         | \$20.210 | \$2.460          | \$0.650  | \$0.600 | \$80.945          |
| 3      | 12              | 1,200     | \$46.450          | \$16.025         | \$20.210 | \$2.910          | \$0.650  | \$0.600 | \$88.845          |
| 4      | 12              | 1,200     | \$52.180          | \$16.025         | \$20.210 | \$3.130          | \$0.650  | \$0.600 | \$92.795          |
| 5      | 12              | 1,200     | \$59.630          | \$16.025         | \$20.210 | \$3.580          | \$0.650  | \$0.600 | \$100.695         |

## FOOTNOTE(S)

**PENSION:** Includes \$9.50 for Annuity per hour for periods 2 to 5.

**VACATION:** 6% Employees under five (5) years in industry based on regular hourly rate for all hours worked and 8% Employees over five (5) years in industry based on regular hourly rate for all hours worked.

**NOTE:** For the 4th period apprentices (Employed in industry more than 5 years), the vacation/holiday payment is \$4.17 and the total hourly rate is \$93.835. For the 5th period apprentices (Employed in

industry more than 5 years), the vacation/holiday payment is \$4.77 and the total hourly rate is \$101.885.

OTHER: \$0.60 per hour for EIWPF (Elevator Industry Work Preservation Fund) for periods 2 to 5.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 07-08-2022 \*

**Craft/Classification:** Elevator Construction

**Counties:** Imperial, Inyo, Kern (Portion South Of The Tehachapi Line), Los Angeles, Orange, Riverside, San Bernardino (Portion South Of The Tehachapi Line), San Diego, San Luis Obispo (Portion South Of The Tehachapi Line), Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 850       | \$30.670          | \$0.000          | \$20.200 | \$0.000          | \$0.000  | \$0.600 | \$51.480          |
| 2      | 6               | 850       | \$33.740          | \$16.025         | \$20.200 | \$0.050          | \$0.650  | \$0.600 | \$74.275          |
| 3      | 12              | 2,000     | \$39.870          | \$16.025         | \$20.210 | \$3.620          | \$0.650  | \$0.600 | \$80.975          |
| 4      | 12              | 2,000     | \$42.940          | \$16.025         | \$20.200 | \$3.900          | \$0.650  | \$0.600 | \$84.325          |
| 5      | 12              | 2,000     | \$49.070          | \$16.025         | \$20.210 | \$4.450          | \$0.650  | \$0.600 | \$91.005          |

## FOOTNOTE(S)

1) Pension includes the following: Defined Benefit Pension Plan - \$10.71 / Defined Contribution Pension Plan - \$9.50

2) Other: Elevator Work Preservation Fund - \$0.60

\*NO PREDETERMINED INCREASES



# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Fence Builder (Carpenter)

**Indentured/Other:** Fence Builder

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$16.540          | \$4.000          | \$0.000 | \$6.660          | \$0.620  | \$0.260 | \$28.080          |
| 2      | N/A             | 600       | \$20.670          | \$4.000          | \$0.000 | \$6.660          | \$0.620  | \$0.260 | \$32.210          |
| 3      | N/A             | 600       | \$24.800          | \$8.000          | \$0.000 | \$6.660          | \$0.620  | \$0.260 | \$40.340          |
| 4      | N/A             | 600       | \$26.870          | \$8.000          | \$1.750 | \$6.160          | \$0.620  | \$1.510 | \$44.910          |
| 5      | N/A             | 600       | \$28.940          | \$8.000          | \$2.750 | \$6.160          | \$0.620  | \$1.510 | \$47.980          |
| 6      | N/A             | 600       | \$31.010          | \$8.000          | \$2.750 | \$6.160          | \$0.620  | \$1.510 | \$50.050          |
| 7      | N/A             | 600       | \$33.070          | \$8.000          | \$3.750 | \$6.160          | \$0.620  | \$1.510 | \$53.110          |
| 8      | N/A             | 600       | \$37.210          | \$8.000          | \$3.750 | \$6.160          | \$0.620  | \$1.510 | \$57.250          |

## FOOTNOTE(S)

INDENTURED ON/AFTER JULY 1, 2018

Rates are for Carpenter - Fence Builder

Vacation/Holiday -- Includes an amount for Supplemental Dues.

Other -- Includes an amount for Annuity for Periods 4 through 8.

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Fence Builder (Carpenter)

**Indentured/Other:** Fence Builder

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$16.540          | \$8.000          | \$0.000 | \$6.660          | \$.620   | \$.260  | \$32.080          |
| 2      | N/A             | 600       | \$20.670          | \$8.000          | \$0.000 | \$6.660          | \$.620   | \$.260  | \$36.210          |
| 3      | N/A             | 600       | \$24.800          | \$8.000          | \$0.000 | \$6.660          | \$.620   | \$.260  | \$39.340          |
| 4      | N/A             | 600       | \$26.870          | \$8.000          | \$5.500 | \$6.160          | \$.620   | \$1.510 | \$48.660          |
| 5      | N/A             | 600       | \$28.940          | \$8.000          | \$5.500 | \$6.160          | \$.620   | \$1.510 | \$50.730          |
| 6      | N/A             | 600       | \$31.010          | \$8.000          | \$5.500 | \$6.160          | \$.620   | \$1.510 | \$52.800          |
| 7      | N/A             | 600       | \$33.070          | \$8.000          | \$5.500 | \$6.160          | \$.620   | \$1.510 | \$54.860          |
| 8      | N/A             | 600       | \$37.210          | \$8.000          | \$5.500 | \$6.160          | \$.620   | \$1.510 | \$59.000          |

## FOOTNOTE(S)

INDENTURED PRIOR TO JULY 1, 2018

Rates are for Carpenter - Fence Builder

Vacation/Holiday -- Includes an amount for Supplemental Pay.

Other -- Includes an amount for Annuity for Periods 4 through 8.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 09-30-2022 \*

**Craft/Classification:** Carpenter/Rodman

**Counties:** Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 500       | \$21.540          | \$11.850         | \$3.500  | \$3.600          | \$1.150  | \$.150 | \$41.790          |
| 2      | N/A             | 500       | \$25.130          | \$11.850         | \$3.500  | \$3.600          | \$1.150  | \$.150 | \$45.380          |
| 3      | N/A             | 1,000     | \$28.720          | \$11.850         | \$13.150 | \$3.600          | \$1.150  | \$.150 | \$58.620          |
| 4      | N/A             | 1,000     | \$32.310          | \$11.850         | \$13.150 | \$3.600          | \$1.150  | \$.150 | \$62.210          |
| 5      | N/A             | 1,000     | \$35.380          | \$11.850         | \$13.150 | \$3.600          | \$1.150  | \$.150 | \$65.280          |
| 6      | N/A             | 1,000     | \$38.460          | \$11.850         | \$13.150 | \$3.600          | \$1.150  | \$.150 | \$68.360          |
| 7      | N/A             | 1,000     | \$41.020          | \$11.850         | \$13.150 | \$3.600          | \$1.150  | \$.150 | \$70.920          |

## FOOTNOTE(S)

Pension - Includes an amount for Annuity.

Vacation/Holiday - The amount of \$1.45 is withheld for Supplemental Dues.

Other - Amount (\$.15) is for the Engineers Contract Compliance Committee.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 09-30-2022 \*

**Craft/Classification:** Chief of Party

**Counties:** Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 4,000     | \$51.280          | \$11.850         | \$13.150 | \$1.820          | \$1.150  | \$.150 | \$82.400          |

## FOOTNOTE(S)

There is only one (1) period of 4000 OJT hours for Chief of Party apprentices.

Vacation/Holiday - The amount of \$1.40 is withheld for Supplemental Dues.

Other - Amount (\$0.15) is for the Engineers Contract Compliance Committee.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Glass

**Counties:** Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$21.160          | \$8.000          | \$5.820  | \$1.500          | \$0.770  | \$0.960 | \$36.710          |
| 2      | 6               | 1,000     | \$22.670          | \$8.000          | \$6.230  | \$1.500          | \$0.770  | \$0.960 | \$38.630          |
| 3      | 6               | 1,000     | \$25.180          | \$8.000          | \$6.930  | \$1.500          | \$0.770  | \$0.960 | \$41.840          |
| 4      | 6               | 1,000     | \$30.200          | \$8.000          | \$8.310  | \$1.500          | \$0.770  | \$0.960 | \$48.240          |
| 5      | 6               | 1,000     | \$32.720          | \$8.000          | \$9.610  | \$1.500          | \$0.770  | \$0.960 | \$51.460          |
| 6      | 6               | 1,000     | \$37.740          | \$8.000          | \$10.390 | \$1.500          | \$0.770  | \$0.960 | \$57.860          |
| 7      | 6               | 1,000     | \$42.770          | \$8.000          | \$11.770 | \$1.500          | \$0.770  | \$0.960 | \$64.270          |
| 8      | 6               | 1,000     | \$45.280          | \$8.000          | \$12.460 | \$1.500          | \$0.770  | \$0.960 | \$67.470          |

## FOOTNOTE(S)

BHR - Includes amount withheld for Dues checkoff (3.6% of gross wages) and an amount for Vacation (not factored at OT). The amounts for Vacation are as follows - Period 1: \$1.58, Period 2: \$1.69, Period 3: \$1.88, Period 4: \$2.25, Period 5: \$2.44, Period 6: \$2.81, Period 7: \$3.19, Period 8: \$3.38.

Health & Welfare - Includes amount for Disability Fund.

Vacation - Includes amounts for LMCC & IPF (Industry Promotion Fund).

Journeyman Predetermined Increases:

Effective June 1, 2022: an increase of \$2.75 to the Basic Hourly Rate, \$0.25 to Health & Welfare, \$1.00 to Pension, \$0.02 to Other.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*\*

**Craft/Classification:** Iron Worker

**Indentured/Other:** Area 1

**Shift:** 1

**Counties:** San Francisco

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$23.990          | \$5.500          | \$0.000 | \$5.650          | \$0.720  | \$0.035 | \$35.895          |
| 2      | 6               | N/A       | \$26.390          | \$10.200         | \$0.000 | \$5.650          | \$0.720  | \$0.505 | \$43.465          |
| 3      | 6               | N/A       | \$28.790          | \$10.200         | \$3.330 | \$5.650          | \$0.720  | \$0.505 | \$49.195          |
| 4      | 6               | N/A       | \$31.190          | \$10.200         | \$3.330 | \$5.650          | \$0.720  | \$2.535 | \$53.625          |
| 5      | 6               | N/A       | \$35.990          | \$10.200         | \$4.330 | \$5.650          | \$0.720  | \$2.535 | \$61.755          |
| 6      | 6               | N/A       | \$38.380          | \$10.200         | \$6.660 | \$5.650          | \$0.720  | \$2.535 | \$64.145          |
| 7      | 6               | N/A       | \$43.180          | \$10.200         | \$9.990 | \$5.650          | \$0.720  | \$4.565 | \$74.305          |
| 8      | 6               | N/A       | \$45.580          | \$10.200         | \$9.990 | \$5.650          | \$0.720  | \$4.565 | \$76.705          |

## FOOTNOTE(S)

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCT.

\*\* Journeyman Predetermined Increases

Effective January 1, 2023, an increase of \$2.75 to be allocated to wages and/or employer payments.

Effective January 1, 2024, an increase of \$2.80 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*\*

**Craft/Classification:** Iron Worker

**Indentured/Other:** Area 2

**Shift:** 1

**Counties:** Alameda, Contra Costa, San Mateo,  
Santa Clara

| Period | Duration<br>Months | OJT<br>Hours | Basic<br>Hourly<br>Rate | Health &<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other   | Total<br>Hourly<br>Rate |
|--------|--------------------|--------------|-------------------------|---------------------|---------|----------------------|----------|---------|-------------------------|
| 1      | 6                  | N/A          | \$23.740                | \$5.500             | \$0.000 | \$5.650              | \$0.720  | \$0.035 | \$35.645                |
| 2      | 6                  | N/A          | \$26.110                | \$10.200            | \$0.000 | \$5.650              | \$0.720  | \$0.505 | \$43.185                |
| 3      | 6                  | N/A          | \$28.490                | \$10.200            | \$3.330 | \$5.650              | \$0.720  | \$0.505 | \$48.895                |
| 4      | 6                  | N/A          | \$30.860                | \$10.200            | \$3.330 | \$5.650              | \$0.720  | \$2.535 | \$53.295                |
| 5      | 6                  | N/A          | \$35.610                | \$10.200            | \$6.660 | \$5.650              | \$0.720  | \$2.535 | \$61.375                |
| 6      | 6                  | N/A          | \$37.980                | \$10.200            | \$6.660 | \$5.650              | \$0.720  | \$2.535 | \$63.745                |
| 7      | 6                  | N/A          | \$42.730                | \$10.200            | \$9.990 | \$5.650              | \$0.720  | \$4.565 | \$73.855                |
| 8      | 6                  | N/A          | \$45.110                | \$10.200            | \$9.990 | \$5.650              | \$0.720  | \$4.565 | \$76.235                |

## FOOTNOTE(S)

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & Workers' Compensation.

**\*\* Journeyman Predetermined Increases**

Effective January 1, 2023, an increase of \$2.75 to be allocated to wages and/or employer payments.

Effective January 1, 2024, an increase of \$2.80 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603



**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*\*

**Craft/Classification:** Iron Worker

**Indentured/Other:** Area 3

**Shift:** 1

**Counties:** Los Angeles

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$22.870          | \$5.500          | \$0.000 | \$5.650          | \$0.720  | \$0.035 | \$34.775          |
| 2      | 6               | N/A       | \$25.150          | \$10.200         | \$0.000 | \$5.650          | \$0.720  | \$0.505 | \$42.225          |
| 3      | 6               | N/A       | \$27.440          | \$10.200         | \$3.330 | \$5.650          | \$0.720  | \$0.505 | \$47.845          |
| 4      | 6               | N/A       | \$29.720          | \$10.200         | \$3.330 | \$5.650          | \$0.720  | \$0.535 | \$52.155          |
| 5      | 6               | N/A       | \$34.300          | \$10.200         | \$6.660 | \$5.650          | \$0.720  | \$2.535 | \$60.065          |
| 6      | 6               | N/A       | \$36.580          | \$10.200         | \$6.660 | \$5.650          | \$0.720  | \$2.535 | \$62.345          |
| 7      | 6               | N/A       | \$41.160          | \$10.200         | \$9.990 | \$5.650          | \$0.720  | \$4.565 | \$72.285          |
| 8      | 6               | N/A       | \$43.440          | \$10.200         | \$9.990 | \$5.650          | \$0.720  | \$4.565 | \$74.565          |

## FOOTNOTE(S)

Applies only to the City of Los Angeles and the following cities/localities within Los Angeles County: Baldwin Hills, Beverly Hills, Burbank, Culver City, Inglewood, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lennox, Long Beach, Manhattan Beach, Marina Del Ray, Rancho Palos Verdes, Redondo Beach, Rolling Hills Estates, San Fernando, Santa Monica, Torrance, Universal City, West Hollywood, Westwood, Westwood Veterans Affairs.

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & Workers' Compensation.

**\*\* Journeyman Predetermined Increases**

Effective January 1, 2023, an increase of \$2.35 to be allocated to wages and/or employer payments.

Effective January 1, 2024, an increase of \$2.45 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*\*

**Craft/Classification:** Iron Worker

**Indentured/Other:** Area 4

**Shift:** 1

**Counties:** Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$22.380          | \$5.500          | \$0.000 | \$5.650          | \$0.720  | \$0.035 | \$34.285          |
| 2      | 6               | N/A       | \$24.610          | \$10.200         | \$0.000 | \$5.650          | \$0.720  | \$0.505 | \$41.685          |
| 3      | 6               | N/A       | \$26.850          | \$10.200         | \$0.330 | \$5.650          | \$0.720  | \$0.505 | \$47.255          |
| 4      | 6               | N/A       | \$29.090          | \$10.200         | \$3.330 | \$5.650          | \$0.720  | \$2.535 | \$51.525          |
| 5      | 6               | N/A       | \$33.560          | \$10.200         | \$6.660 | \$5.650          | \$0.720  | \$2.535 | \$59.325          |
| 6      | 6               | N/A       | \$35.800          | \$10.200         | \$6.660 | \$5.650          | \$0.720  | \$2.535 | \$61.565          |
| 7      | 6               | N/A       | \$40.250          | \$10.200         | \$9.990 | \$5.650          | \$0.720  | \$4.565 | \$71.405          |
| 8      | 6               | N/A       | \$42.510          | \$10.200         | \$9.990 | \$5.650          | \$0.720  | \$4.565 | \$73.635          |

## FOOTNOTE(S)

Applies to the portion of Los Angeles County not covered by Area 3.

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCIF.

**\*\* Journeyman Predetermined Increases**

Effective January 1, 2023, an increase of \$1.80 to be allocated to wages and/or employer payments.

Effective January 1, 2024, an increase of \$1.85 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*

**Craft/Classification:** Iron Worker

**Indentured/Other:** Area 5

**Shift:** 1

**Counties:** Alpine, Del Norte, Inyo, Lassen, Modoc,  
Mono, Siskiyou, Trinity

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$20.500          | \$5.500          | \$0.000 | \$5.400          | \$0.720  | \$0.035 | \$32.155          |
| 2      | 6               | N/A       | \$22.550          | \$10.200         | \$0.000 | \$5.400          | \$0.720  | \$0.505 | \$39.375          |
| 3      | 6               | N/A       | \$24.600          | \$10.200         | \$3.330 | \$5.400          | \$0.720  | \$0.505 | \$44.755          |
| 4      | 6               | N/A       | \$26.650          | \$10.200         | \$3.330 | \$5.400          | \$0.720  | \$2.535 | \$48.835          |
| 5      | 6               | N/A       | \$30.750          | \$10.200         | \$6.660 | \$5.400          | \$0.720  | \$2.535 | \$56.265          |
| 6      | 6               | N/A       | \$32.800          | \$10.200         | \$6.660 | \$5.400          | \$0.720  | \$2.535 | \$58.315          |
| 7      | 6               | N/A       | \$36.900          | \$10.200         | \$9.990 | \$5.400          | \$0.720  | \$4.565 | \$67.775          |
| 8      | 6               | N/A       | \$38.950          | \$10.200         | \$9.990 | \$5.400          | \$0.720  | \$4.565 | \$69.825          |

## FOOTNOTE(S)

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & Workers' Compensation.

\* No Predetermined Increases

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*

**Craft/Classification:** Iron Worker

**Indentured/Other:** Fence Erector

**Shift:** 1

**Counties:** Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter,

Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo,  
Yuba

| Period | Duration<br>Months | OJT<br>Hours | Basic<br>Hourly<br>Rate | Health &<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other   | Total<br>Hourly<br>Rate |
|--------|--------------------|--------------|-------------------------|---------------------|---------|----------------------|----------|---------|-------------------------|
| 1      | 6                  | N/A          | \$19.920                | \$5.500             | \$0.000 | \$4.270              | \$0.510  | \$0.035 | \$29.935                |
| 2      | 6                  | N/A          | \$21.910                | \$8.030             | \$0.000 | \$4.270              | \$0.510  | \$0.075 | \$34.895                |
| 3      | 6                  | N/A          | \$23.900                | \$8.030             | \$2.250 | \$4.270              | \$0.510  | \$0.170 | \$39.130                |
| 4      | 6                  | N/A          | \$25.890                | \$8.030             | \$2.250 | \$4.270              | \$0.510  | \$0.935 | \$42.985                |
| 5      | 6                  | N/A          | \$29.870                | \$8.030             | \$4.500 | \$4.270              | \$0.510  | \$1.905 | \$49.115                |
| 6      | 6                  | N/A          | \$31.860                | \$8.030             | \$4.500 | \$4.270              | \$0.510  | \$0.935 | \$51.105                |
| 7      | 6                  | N/A          | \$35.850                | \$8.030             | \$6.740 | \$4.270              | \$0.510  | \$3.685 | \$59.085                |
| 8      | 6                  | N/A          | \$37.840                | \$8.030             | \$6.740 | \$4.270              | \$0.510  | \$3.685 | \$61.075                |

## FOOTNOTE(S)

Other includes amounts for Annuity Fund, Admin Trust, MCT & WCTF.

\* No Predetermined Increases

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Laborer

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 500       | \$20.220          | \$5.670          | \$3.060 | \$3.410          | \$0.700  | \$0.610 | \$33.670          |
| 2      | N/A             | 500       | \$22.240          | \$5.670          | \$3.060 | \$3.410          | \$0.700  | \$0.610 | \$35.690          |
| 3      | N/A             | 500       | \$24.260          | \$5.670          | \$3.060 | \$3.410          | \$0.700  | \$0.610 | \$37.710          |
| 4      | N/A             | 500       | \$28.300          | \$5.670          | \$3.060 | \$3.410          | \$0.700  | \$0.610 | \$41.750          |
| 5      | N/A             | 500       | \$32.340          | \$5.670          | \$3.060 | \$3.410          | \$0.700  | \$0.610 | \$45.790          |
| 6      | N/A             | 500       | \$34.370          | \$5.670          | \$3.060 | \$3.410          | \$0.700  | \$0.610 | \$47.820          |

## FOOTNOTE(S)

Note: Apprentice rates are based on JM Laborer Group V rates.

Vacation -- Includes amount for supplemental dues.

Other -- Includes amount for Center for Contract Compliance, Industry Fund, and Administrative Trust Fund, Contract Administration Fund and Partnership for Jobs Industry Advancement Fund.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Horizontal Directional Drilling (Laborer)

**Indentured/Other:** Horizontal Directional Drill

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Sick Pay | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|--------------------|----------|---------|-------------------|
| 1      | N/A             | 500       | \$20.220          | \$5.670          | \$3.060 | \$3.410            | \$0.700  | \$0.610 | \$33.670          |
| 2      | N/A             | 500       | \$22.240          | \$5.670          | \$3.060 | \$3.410            | \$0.700  | \$0.610 | \$35.690          |
| 3      | N/A             | 500       | \$24.260          | \$5.670          | \$3.060 | \$3.410            | \$0.700  | \$0.610 | \$37.710          |
| 4      | N/A             | 500       | \$28.300          | \$5.670          | \$3.060 | \$3.410            | \$0.700  | \$0.610 | \$41.750          |
| 5      | N/A             | 500       | \$32.340          | \$5.670          | \$3.060 | \$3.410            | \$0.700  | \$0.610 | \$45.790          |
| 6      | N/A             | 500       | \$34.370          | \$5.670          | \$3.060 | \$3.410            | \$0.700  | \$0.610 | \$47.820          |

## FOOTNOTE(S)

Note: Apprentice Basic Hourly Rate is based on Group V Journeyman Laborer wage rates.

Vacation -- Includes an amount for Supplemental Dues.

Other -- Includes amounts for Center for Contract Compliance, Industry Fund, Administrative Trust Fund, Contract Administration Fund, and Partnerships for Jobs Industry Advancement Fund.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 07-31-2022 \*

**Craft/Classification:** Landscape/Irrigation Laborer

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 12              | N/A       | \$18.590          | \$9.560          | \$ .380  | \$ .000          | \$1.740  | \$1.190 | \$31.460          |
| 2      | 12              | N/A       | \$22.230          | \$9.560          | \$ .380  | \$ .000          | \$1.810  | \$1.190 | \$35.170          |
| 3      | 12              | N/A       | \$25.880          | \$9.060          | \$9.320  | \$ .000          | \$1.820  | \$1.190 | \$47.270          |
| 4      | 12              | N/A       | \$29.530          | \$9.060          | \$9.320  | \$ .000          | \$1.870  | \$1.190 | \$50.970          |
| 5      | 12              | N/A       | \$33.180          | \$9.060          | \$10.140 | \$ .000          | \$1.900  | \$1.190 | \$55.480          |

## FOOTNOTE(S)

This apprentice determination applies to the journeyman determination for Landscape/Irrigation Laborer/Tender.

Basic Hourly Rate: Includes amount withheld for D.C. Dues, Work Preservation Dues, and Supplemental Working Dues.

Pension: Includes amount for National Pension and Retiree's X-mas Fund.

Other: Includes amount for PIPE, LMCC, and CED.

THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICE.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 05-31-2022 \*

**Craft/Classification:** Mason Finisher

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$17.980          | \$4.690          | \$1.000 | \$1.000          | \$0.760  | \$0.050 | \$23.480          |
| 2      | 6               | 1,000     | \$21.940          | \$7.120          | \$1.000 | \$1.000          | \$0.760  | \$0.050 | \$29.870          |
| 3      | 6               | 1,000     | \$25.900          | \$8.000          | \$2.750 | \$1.000          | \$0.760  | \$0.050 | \$37.480          |
| 4      | 6               | 1,000     | \$29.250          | \$8.120          | \$2.750 | \$1.000          | \$0.760  | \$0.050 | \$40.930          |

## FOOTNOTE(S)

Basic Hourly Rate: Includes amount withheld for administrative dues.

Training: Includes the amount for International Masonry Institute (IMI)

Other: Includes amounts for Contract admin fund



# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Millwright

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 650       | \$22.470          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.640 | \$39.890          |
| 2      | N/A             | 650       | \$24.720          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$0.640 | \$42.140          |
| 3      | N/A             | 650       | \$26.960          | \$8.000          | \$0.000 | \$8.160          | \$0.620  | \$1.640 | \$45.380          |
| 4      | N/A             | 650       | \$29.210          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$53.290          |
| 5      | N/A             | 650       | \$31.450          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$55.540          |
| 6      | N/A             | 650       | \$33.710          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$57.790          |
| 7      | N/A             | 650       | \$35.950          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$60.030          |
| 8      | N/A             | 650       | \$38.200          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$62.280          |
| 9      | N/A             | 650       | \$40.450          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$64.530          |
| 10     | N/A             | 650       | \$42.790          | \$8.000          | \$5.660 | \$7.160          | \$0.620  | \$2.640 | \$66.770          |

## FOOTNOTE(S)

Vacation/Holiday includes an amount for Supplemental Dues.

Other includes an amount for Contract Administration, Cooperation Committee, Industry Advancement and Industry Promotion, Cooperation Committee/Partnership for Jobs & Drug Testing Fund. For periods 4-10, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 03-07-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Operating Engineer

**Shift:** 1

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$31.460          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$51.850          |
| 2      | N/A             | 1,000     | \$34.080          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$54.470          |
| 3      | N/A             | 1,000     | \$36.700          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$66.740          |
| 4      | N/A             | 1,000     | \$39.320          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$69.360          |
| 5      | N/A             | 1,000     | \$41.940          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$71.980          |
| 6      | N/A             | 1,000     | \$47.190          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$77.230          |

## FOOTNOTE(S)

Interim Effective March 17, 2022

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeymen's wage rates for that group.

Pension: Includes an amount for Annuity.

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-1

**Issue Date:** 03-07-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Operating Engineer

**Indentured/Other:** Special Shift

**Shift:** 2

**Counties:** Imperial, Inyo, Kern, Los Angeles,  
Mono, Orange, Riverside, San Bernardino, San  
Luis Obispo, Santa Barbara, Ventura

| Period | Duration<br>Months | OJT<br>Hours | Basic<br>Hourly<br>Rate | Health &<br>Welfare | Pension  | Vacation/<br>Holiday | Training | Other   | Total<br>Hourly<br>Rate |
|--------|--------------------|--------------|-------------------------|---------------------|----------|----------------------|----------|---------|-------------------------|
| 1      | N/A                | 1,000        | \$31.960                | \$11.850            | \$3.500  | \$3.600              | \$1.050  | \$0.390 | \$52.350                |
| 2      | N/A                | 1,000        | \$34.580                | \$11.850            | \$3.500  | \$3.600              | \$1.050  | \$0.390 | \$54.970                |
| 3      | N/A                | 1,000        | \$37.200                | \$11.850            | \$13.150 | \$3.600              | \$1.050  | \$0.390 | \$67.240                |
| 4      | N/A                | 1,000        | \$39.820                | \$11.850            | \$13.150 | \$3.600              | \$1.050  | \$0.390 | \$69.860                |
| 5      | N/A                | 1,000        | \$42.440                | \$11.850            | \$13.150 | \$3.600              | \$1.050  | \$0.390 | \$72.480                |
| 6      | N/A                | 1,000        | \$47.690                | \$11.850            | \$13.150 | \$3.600              | \$1.050  | \$0.390 | \$77.730                |

## FOOTNOTE(S)

Interim Effective March 17, 2022

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity.

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Hoist, Drive and Hoisting Equipment Operating Engineer

THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-1

**Issue Date:** 03-07-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Operating Engineer

**Indentured/Other:** Multi-shift

**Shift:** 3

**Counties:** Imperial, Inyo, Kern, Los Angeles,  
Mono, Orange, Riverside, San Bernardino, San  
Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,000     | \$32.460          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$.390 | \$52.850          |
| 2      | N/A             | 1,000     | \$35.080          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$.390 | \$55.470          |
| 3      | N/A             | 1,000     | \$37.700          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$67.700          |
| 4      | N/A             | 1,000     | \$40.320          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$70.360          |
| 5      | N/A             | 1,000     | \$42.940          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$72.980          |
| 6      | N/A             | 1,000     | \$48.190          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$78.230          |

## FOOTNOTE(S)

Interim Effective March 17, 2022

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity

Vacation & Holiday: Includes an amount for Supplemental Rates.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above are for Multi-shift

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-1

**Expiration:** 03-30-2022 \*

**Shift:** 1

**Issue Date:** 08-22-2021

**Craft/Classification:** Operating Engineer

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,000     | \$31.460          | \$11.850         | \$3.500 | \$3.600          | \$1.050  | \$.390 | \$51.850          |
| 2      | N/A             | 1,000     | \$34.080          | \$11.850         | \$3.500 | \$3.600          | \$1.050  | \$.390 | \$54.470          |

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 3      | N/A             | 1,000     | \$36.700          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$66.740          |
| 4      | N/A             | 1,000     | \$39.320          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$69.360          |
| 5      | N/A             | 1,000     | \$41.940          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$71.980          |
| 6      | N/A             | 1,000     | \$47.190          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$77.230          |

## FOOTNOTE(S)

Superseded Effective March 17, 2022

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity.

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-01-01

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Operating Engineer

**Indentured/Other:** Special Shift

**Shift:** 2

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$31.960          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$52.350          |
| 2      | N/A             | 1,000     | \$34.580          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$54.970          |
| 3      | N/A             | 1,000     | \$37.200          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$67.240          |
| 4      | N/A             | 1,000     | \$39.820          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$69.860          |
| 5      | N/A             | 1,000     | \$42.440          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$72.480          |

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 6      | N/A             | 1,000     | \$47.690          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$77.730          |

## FOOTNOTE(S)

Superseded Effective March 17, 2022

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity.

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Operating Engineer

**Indentured/Other:** Multi-shift

**Shift:** 3

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,000     | \$32.460          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$.390 | \$52.850          |
| 2      | N/A             | 1,000     | \$35.080          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$.390 | \$55.470          |
| 3      | N/A             | 1,000     | \$37.700          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$67.740          |
| 4      | N/A             | 1,000     | \$40.320          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$70.360          |
| 5      | N/A             | 1,000     | \$42.940          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$72.980          |
| 6      | N/A             | 1,000     | \$48.190          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$78.230          |

## FOOTNOTE(S)

Superseded Effective March 17, 2022

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above are for Multi-shift

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

**\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.**

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 07-31-2022 \*

**Craft/Classification:** Operating Engineer  
(Dredger)

**Indentured/Other:** Deckmate

**Counties:** Imperial, Inyo, Kern, Los Angeles,  
Mono, Orange, Riverside, San Bernardino, San  
Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Annuity | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,000     | \$30.760          | \$11.850         | \$13.650 | \$6.900          | \$1.050  | \$.150 | \$64.360          |
| 2      | N/A             | 1,000     | \$33.330          | \$11.850         | \$13.650 | \$6.900          | \$1.050  | \$.150 | \$66.930          |
| 3      | N/A             | 1,000     | \$35.890          | \$11.850         | \$13.650 | \$6.900          | \$1.050  | \$.150 | \$69.490          |
| 4      | N/A             | 1,000     | \$38.450          | \$11.850         | \$13.650 | \$6.900          | \$1.050  | \$.150 | \$72.050          |
| 5      | N/A             | 1,000     | \$41.020          | \$11.850         | \$13.650 | \$6.900          | \$1.050  | \$.150 | \$74.620          |
| 6      | N/A             | 1,000     | \$46.140          | \$11.850         | \$13.650 | \$6.900          | \$1.050  | \$.150 | \$79.740          |

## FOOTNOTE(S)

Vacation and Health: Includes an amount for Supplemental Dues.

Pension: Includes an amount for annuity.



# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Building Construction Inspector

**Indentured/Other:** Field Soils Material Tester

**Shift:** 1

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$31.330          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$51.720          |
| 2      | N/A             | 1,000     | \$33.940          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$54.330          |
| 3      | N/A             | 1,000     | \$36.550          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$66.590          |
| 4      | N/A             | 1,000     | \$39.160          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$69.200          |
| 5      | N/A             | 1,000     | \$41.770          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$71.810          |
| 6      | N/A             | 1,000     | \$46.990          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$77.030          |

## FOOTNOTE(S)

Pension: Includes an amount for Annuity

Vacation and Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund and Southern California Partnership for Jobs Fund.

\* THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Building Construction Inspector

**Indentured/Other:** Field Soils Material Tester

**Shift:** 2

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$31.830          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$52.220          |
| 2      | N/A             | 1,000     | \$34.440          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$54.830          |
| 3      | N/A             | 1,000     | \$37.050          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$67.090          |
| 4      | N/A             | 1,000     | \$39.660          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$69.700          |
| 5      | N/A             | 1,000     | \$42.270          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$72.310          |
| 6      | N/A             | 1,000     | \$47.490          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$77.530          |

## FOOTNOTE(S)

Pension: Includes an amount for Annuity

Vacation and Holiday: Includes an amount for Supplemental Days.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund and Southern California Partnership for Jobs Fund.

Rates above are for Special Shift.

\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022

**Craft/Classification:** Building Construction Inspector

**Indentured/Other:** Field Soils Material Tester

**Shift:** 3

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$32.330          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$52.720          |
| 2      | N/A             | 1,000     | \$34.940          | \$11.850         | \$3.500  | \$3.600          | \$1.050  | \$0.390 | \$55.330          |
| 3      | N/A             | 1,000     | \$37.550          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$67.590          |
| 4      | N/A             | 1,000     | \$40.160          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$70.200          |
| 5      | N/A             | 1,000     | \$42.770          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$0.390 | \$72.810          |

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 6      | N/A             | 1,000     | \$47.990          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.390 | \$78.030          |

## FOOTNOTE(S)

Pension: Includes an amount for Annuity

Vacation and Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund and Southern California Partnership for Job Fund

Rates above are for Multi-Shift.

\*THERE ARE NO PREDETERMINED INCREASES APPLICABLE TO THE APPRENTICES.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 10-31-2022 \*

**Craft/Classification:** Operating Engineer  
(Landscape Construction)

**Indentured/Other:** Landscape Operating Engineer **Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|--------|-------------------|
| 1      | N/A             | 1,000     | \$25.660          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.150 | \$55.460          |
| 2      | N/A             | 1,000     | \$27.790          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.150 | \$57.590          |
| 3      | N/A             | 1,000     | \$29.930          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.150 | \$59.730          |
| 4      | N/A             | 1,000     | \$32.070          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.150 | \$61.870          |
| 5      | N/A             | 1,000     | \$34.210          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.150 | \$64.010          |
| 6      | N/A             | 1,000     | \$38.480          | \$11.850         | \$13.150 | \$3.600          | \$1.050  | \$.150 | \$68.280          |

## FOOTNOTE(S)

Vacation & Holiday: Includes an amount for Supplemental Dues.

Pension: Includes an amount for Defined Contribution Plan (Annuity).

Other: Includes an amount for Engineers Contract Compliance Committee.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Pile Driver (Carpenter)

**Indentured/Other:** Pile Driver

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.830          | \$4.000          | \$0.000 | \$8.160          | \$0.570  | \$0.490 | \$31.050          |
| 2      | N/A             | 600       | \$22.290          | \$4.000          | \$0.000 | \$8.160          | \$0.570  | \$0.490 | \$35.510          |
| 3      | N/A             | 600       | \$26.740          | \$8.000          | \$0.000 | \$8.160          | \$0.570  | \$1.490 | \$44.960          |
| 4      | N/A             | 600       | \$28.970          | \$8.000          | \$1.750 | \$7.160          | \$0.570  | \$2.490 | \$48.940          |
| 5      | N/A             | 600       | \$31.200          | \$8.000          | \$2.750 | \$7.160          | \$0.570  | \$2.490 | \$52.170          |
| 6      | N/A             | 600       | \$33.430          | \$8.000          | \$2.750 | \$7.160          | \$0.570  | \$2.490 | \$54.400          |
| 7      | N/A             | 600       | \$35.660          | \$8.000          | \$3.750 | \$7.160          | \$0.570  | \$2.490 | \$57.630          |
| 8      | N/A             | 600       | \$40.110          | \$8.000          | \$3.750 | \$7.160          | \$0.570  | \$2.490 | \$62.080          |

## FOOTNOTE(S)

Indentured on/after July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Dues.

Other--Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Apprenticeship.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Pile Driver (Carpenter)

**Indentured/Other:** Pile Driver

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$17.830          | \$8.000          | \$0.000 | \$8.160          | \$0.570  | \$0.490 | \$35.050          |
| 2      | N/A             | 600       | \$22.290          | \$8.000          | \$0.000 | \$8.160          | \$0.570  | \$0.490 | \$39.510          |
| 3      | N/A             | 600       | \$26.740          | \$8.000          | \$0.000 | \$8.160          | \$0.570  | \$1.490 | \$36.960          |
| 4      | N/A             | 600       | \$28.970          | \$8.000          | \$5.660 | \$7.160          | \$0.570  | \$2.490 | \$52.850          |
| 5      | N/A             | 600       | \$31.200          | \$8.000          | \$5.660 | \$7.160          | \$0.570  | \$2.490 | \$55.080          |
| 6      | N/A             | 600       | \$33.430          | \$8.000          | \$5.660 | \$7.160          | \$0.570  | \$2.490 | \$57.310          |
| 7      | N/A             | 600       | \$35.660          | \$8.000          | \$5.660 | \$7.160          | \$0.570  | \$2.490 | \$59.540          |
| 8      | N/A             | 600       | \$40.110          | \$8.000          | \$5.660 | \$7.160          | \$0.570  | \$2.490 | \$63.990          |

## FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation & Holiday--Includes an amount for Supplemental Days.

Other--Includes an amount for Contract Administration, Cooperation Committee, Cooperation Committee/Partnership for Jobs & Industry Advancement. For periods 4-8, includes an amount for Annuity.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Parkway and Highway Improvement (Striper-Laborer)

**Shift:** 1

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 800       | \$25.500          | \$5.670          | \$3.580 | \$2.560          | \$1.320  | \$0.000 | \$37.340          |
| 2      | N/A             | 1,000     | \$29.840          | \$5.670          | \$3.060 | \$2.560          | \$1.320  | \$0.000 | \$41.680          |
| 3      | N/A             | 1,000     | \$32.560          | \$6.480          | \$3.660 | \$3.580          | \$1.320  | \$0.440 | \$48.040          |
| 4      | N/A             | 1,000     | \$34.730          | \$6.480          | \$3.580 | \$3.580          | \$1.320  | \$0.440 | \$50.210          |

## FOOTNOTE(S)

Apprentice Wage & Benefit Rates are calculated based on Group 3 Journeyman rates.

Vacation/Holiday - Includes amount for supplemental dues

Other - Includes amount for Center for Contract Compliance, Industry Fund, and Contract Administration Fund.

\*No Predetermined increases

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Painter

**Indentured/Other:** IMP LOS ORA SBR SDI RIV **Shift:** 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 900       | \$15.830          | \$7.050          | \$1.000 | \$1.190          | \$0.750  | \$1.010 | \$26.790          |
| 2      | 6               | 900       | \$16.520          | \$7.350          | \$1.000 | \$1.230          | \$0.750  | \$1.010 | \$27.860          |
| 3      | 6               | 900       | \$17.350          | \$8.270          | \$1.580 | \$1.470          | \$0.750  | \$1.010 | \$30.430          |
| 4      | 6               | 900       | \$18.890          | \$9.000          | \$2.270 | \$1.550          | \$0.750  | \$1.010 | \$33.470          |
| 5      | 6               | 900       | \$20.430          | \$9.000          | \$2.410 | \$2.190          | \$0.750  | \$1.010 | \$35.790          |
| 6      | 6               | 900       | \$21.980          | \$9.000          | \$3.210 | \$2.270          | \$0.750  | \$1.010 | \$38.220          |
| 7      | 6               | 900       | \$23.540          | \$9.000          | \$3.760 | \$2.380          | \$0.990  | \$1.010 | \$40.680          |
| 8      | 6               | 900       | \$25.070          | \$9.000          | \$3.850 | \$2.460          | \$1.700  | \$1.010 | \$43.090          |

## FOOTNOTES

Basic Hourly Rate -- includes amount withheld for working dues.

Other -- includes LMCC fund contribution.

\* There are no predetermined increases applicable to the apprentices.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Painter

**Indentured/Other:** IMP LOS ORA SBR SDI RIV **Shift:** 2

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego



| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 900       | \$17.810          | \$7.050          | \$.960  | \$1.190          | \$.750   | \$1.010 | \$28.770          |
| 2      | 6               | 900       | \$18.590          | \$7.350          | \$1.000 | \$1.230          | \$.750   | \$1.010 | \$29.930          |
| 3      | 6               | 900       | \$19.520          | \$8.270          | \$1.580 | \$1.470          | \$.750   | \$1.010 | \$32.600          |
| 4      | 6               | 900       | \$21.250          | \$9.000          | \$2.270 | \$1.550          | \$.750   | \$1.010 | \$35.830          |
| 5      | 6               | 900       | \$22.980          | \$9.000          | \$2.410 | \$2.190          | \$.750   | \$1.010 | \$38.340          |
| 6      | 6               | 900       | \$24.730          | \$9.000          | \$3.210 | \$2.270          | \$.750   | \$1.010 | \$40.970          |
| 7      | 6               | 900       | \$26.480          | \$9.000          | \$3.760 | \$2.380          | \$.990   | \$1.010 | \$43.620          |
| 8      | 6               | 900       | \$28.200          | \$9.000          | \$3.850 | \$2.460          | \$1.750  | \$1.010 | \$46.220          |

## FOOTNOTE(S)

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

\* There are no predetermined increases applicable to the apprentices.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Job Classification:** Painter

**Indentured/Other:** INY KER MON

**Shift:** 1

**Counties:** Inyo, Kern, Los Angeles (Antelope Valley Area), Mono

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 900       | \$15.660          | \$7.050          | \$1.070 | \$1.230          | \$.750   | \$1.010 | \$26.770          |
| 2      | 6               | 900       | \$16.220          | \$7.350          | \$1.110 | \$1.270          | \$.750   | \$1.010 | \$27.710          |
| 3      | 6               | 900       | \$16.800          | \$8.270          | \$1.340 | \$1.510          | \$.750   | \$1.010 | \$29.680          |
| 4      | 6               | 900       | \$18.010          | \$9.000          | \$1.760 | \$1.590          | \$.750   | \$1.010 | \$32.120          |
| 5      | 6               | 900       | \$19.250          | \$9.000          | \$1.840 | \$2.200          | \$.750   | \$1.010 | \$34.050          |
| 6      | 6               | 900       | \$20.430          | \$9.000          | \$2.460 | \$2.280          | \$.750   | \$1.010 | \$35.930          |
| 7      | 6               | 900       | \$21.660          | \$9.000          | \$3.080 | \$2.360          | \$.750   | \$1.010 | \$37.860          |
| 8      | 6               | 900       | \$22.870          | \$9.000          | \$3.710 | \$2.440          | \$.750   | \$1.010 | \$39.780          |

## FOOTNOTE(S)

Includes Antelope Valley (LA).

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

\* There are no predetermined increases applicable to the apprentices.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Painter

**Indentured/Other:** INY KER MON

**Shift:** 2

**Counties:** Inyo, Kern, Los Angeles (Antelope Valley Area), Mono

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 900       | \$17.620          | \$7.050          | \$1.070 | \$1.200          | \$0.750  | \$1.010 | \$28.730          |
| 2      | 6               | 900       | \$18.250          | \$7.350          | \$1.110 | \$1.270          | \$0.750  | \$1.010 | \$29.740          |
| 3      | 6               | 900       | \$18.900          | \$8.270          | \$1.140 | \$1.510          | \$0.750  | \$1.010 | \$31.780          |
| 4      | 6               | 900       | \$20.260          | \$9.000          | \$1.760 | \$1.590          | \$0.750  | \$1.010 | \$34.370          |
| 5      | 6               | 900       | \$21.660          | \$9.000          | \$1.840 | \$2.200          | \$0.750  | \$1.010 | \$36.460          |
| 6      | 6               | 900       | \$22.980          | \$9.000          | \$2.000 | \$2.280          | \$0.750  | \$1.010 | \$38.480          |
| 7      | 6               | 900       | \$24.370          | \$9.000          | \$3.080 | \$2.360          | \$0.750  | \$1.010 | \$40.570          |
| 8      | 6               | 900       | \$25.730          | \$9.000          | \$3.710 | \$2.440          | \$0.750  | \$1.010 | \$42.640          |

## FOOTNOTE(S)

Includes Antelope Valley (LA).

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

\* There are no predetermined increases applicable to the apprentices.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Industrial Painter

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 900       | \$18.410          | \$7.050          | \$1.090 | \$1.330          | \$.850   | \$1.010 | \$29.740          |
| 2      | N/A             | 900       | \$20.250          | \$7.350          | \$1.190 | \$1.490          | \$.850   | \$1.010 | \$32.040          |
| 3      | N/A             | 900       | \$22.090          | \$8.270          | \$1.820 | \$1.660          | \$.850   | \$1.010 | \$35.700          |
| 4      | N/A             | 900       | \$23.930          | \$9.000          | \$2.520 | \$1.770          | \$.850   | \$1.010 | \$39.080          |
| 5      | N/A             | 900       | \$25.770          | \$9.000          | \$2.670 | \$2.420          | \$.850   | \$1.010 | \$41.720          |
| 6      | N/A             | 900       | \$27.620          | \$9.000          | \$3.480 | \$2.530          | \$.850   | \$1.010 | \$44.490          |
| 7      | N/A             | 900       | \$29.460          | \$9.000          | \$4.040 | \$2.640          | \$1.090  | \$1.010 | \$47.240          |
| 8      | N/A             | 900       | \$31.300          | \$9.000          | \$4.140 | \$2.730          | \$1.800  | \$1.010 | \$49.980          |

## FOOTNOTE(S)

Basic Hourly Rate - Includes an amount withheld for working dues.

Other - Includes an amount for Labor Management Cooperation Committee (LMCC).

\* There are no predetermined increases applicable to the apprentices.

**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Industrial Painter

**Shift:** 2

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 900       | \$20.710          | \$7.050          | \$1.090 | \$1.330          | \$0.850  | \$1.010 | \$32.040          |
| 2      | N/A             | 900       | \$22.780          | \$7.350          | \$1.190 | \$1.390          | \$0.850  | \$1.010 | \$34.570          |
| 3      | N/A             | 900       | \$24.850          | \$8.270          | \$1.820 | \$1.660          | \$0.850  | \$1.010 | \$38.460          |
| 4      | N/A             | 900       | \$26.920          | \$9.000          | \$2.520 | \$1.770          | \$0.850  | \$1.010 | \$42.070          |
| 5      | N/A             | 900       | \$28.990          | \$9.000          | \$2.670 | \$2.420          | \$0.850  | \$1.010 | \$44.940          |
| 6      | N/A             | 900       | \$31.070          | \$9.000          | \$3.480 | \$2.530          | \$0.850  | \$1.010 | \$47.940          |
| 7      | N/A             | 900       | \$33.140          | \$9.000          | \$4.040 | \$2.640          | \$1.090  | \$1.010 | \$50.920          |
| 8      | N/A             | 900       | \$35.210          | \$9.000          | \$4.140 | \$2.730          | \$1.850  | \$1.010 | \$53.890          |

## FOOTNOTE(S)

Basic Hourly Rate - Includes an amount withheld for working dues

Other - Includes an amount for Labor Management Cooperation Committee (LMCC).

\* There are no predetermined increases applicable to the apprentices.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 08-02-2022 \*

**Craft/Classification:** Plasterer

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 852       | \$17.490          | \$9.380          | \$8.000 | \$5.550          | \$0.000  | \$0.000 | \$32.420          |
| 2      | 8               | 1,135     | \$19.430          | \$9.380          | \$8.020 | \$5.860          | \$0.990  | \$1.040 | \$44.520          |
| 3      | 10              | 1,419     | \$23.320          | \$9.380          | \$8.020 | \$5.890          | \$0.990  | \$1.040 | \$48.640          |
| 4      | 10              | 1,419     | \$27.200          | \$9.380          | \$8.020 | \$6.110          | \$0.990  | \$1.040 | \$52.740          |
| 5      | 8               | 1,135     | \$31.050          | \$9.380          | \$8.020 | \$6.340          | \$0.990  | \$1.040 | \$56.860          |
| 6      | 6               | 851       | \$34.970          | \$9.380          | \$8.020 | \$6.560          | \$0.990  | \$1.040 | \$60.960          |

## FOOTNOTE(S)

Vacation/Holiday: Includes amount for Dues Check Off

Other: Includes amount for Work Preservation (Periods 2-6), Administrative Promotion (Periods 2-6) fund, and Vacation Administration (Periods 2-6).

\*NO PREDETERMINED INCREASES APPLICABLE FOR THE APPRENTICES.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 08-01-2022 \*

**Craft/Classification:** Plaster Tenders

**Shift:** 1

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 600       | \$17.850          | \$4.860          | \$2.940 | \$5.200          | \$1.050  | \$0.060 | \$31.960          |
| 2      | 6               | 600       | \$19.840          | \$5.670          | \$4.650 | \$5.200          | \$1.050  | \$0.060 | \$36.460          |
| 3      | 6               | 600       | \$23.800          | \$6.480          | \$6.330 | \$5.200          | \$1.050  | \$0.060 | \$42.920          |
| 4      | 6               | 600       | \$27.770          | \$7.290          | \$8.030 | \$5.200          | \$1.050  | \$0.060 | \$49.400          |
| 5      | 6               | 600       | \$31.740          | \$7.290          | \$8.450 | \$5.200          | \$1.050  | \$0.060 | \$53.790          |
| 6      | 6               | 600       | \$35.700          | \$7.290          | \$8.870 | \$5.200          | \$1.050  | \$0.060 | \$58.170          |

## FOOTNOTE(S)

Vacation/Holiday Fund -- Includes amount for Supplemental Dues (\$1.95).

\* No Predetermined Increases.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 08-31-2022 \*\*

**Craft/Classification:** Plumber, Pipefitter, Steamfitter

**Shift:** 1

**Counties:** Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|-------------------|----------|---------|-------------------|
| 1      | 12              | N/A       | \$24.520          | \$0.000          | \$1.350 | \$0.000           | \$1.830  | \$1.270 | \$28.000          |
| 2      | 12              | N/A       | \$27.350          | \$9.560          | \$0.380 | \$0.000           | \$1.900  | \$1.330 | \$40.520          |
| 3      | 12              | N/A       | \$32.710          | \$9.060          | \$7.780 | \$0.000           | \$1.910  | \$1.330 | \$52.790          |
| 4      | 12              | N/A       | \$38.060          | \$9.060          | \$0.000 | \$0.000           | \$1.960  | \$1.330 | \$58.570          |
| 5      | 12              | N/A       | \$43.410          | \$9.060          | \$8.590 | \$0.000           | \$1.990  | \$1.330 | \$64.380          |

## FOOTNOTE(S)

Basic Hourly Rate: includes an amount withheld for Dues Check Off which is not factored into overtime and an amount for Vacation factored at 1.5 times for all overtime. Dues Check Off: Period 1: \$1.35, Periods 2-5: \$0.85. Vacation: Period 1: \$1.76, Period 2: \$2.06, Period 3: \$2.36, Period 4: 2.65, Period 5: \$2.95

Pension: Includes amounts for Pension, National Pension and Retiree's Christmas Fund

Vacation: Includes the Basic Hourly Rate, factored at 1.5 times for all overtime.

Training: Includes amounts for PIPE, LMCC, and CED (Contractor Education Development Fund)

\*\*Journeyman and Apprentice Predetermined Increases:

09-01-2022: \$2.26 to be allocated to wages and/or fringes.

09-01-2023: \$2.35 to be allocated to wages and/or fringes.

09-01-2024: \$2.50 to be allocated to wages and/or fringes.

09-01-2025: \$2.50 to be allocated to wages and/or fringes.

There may be corresponding wage allocations for the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Expire Date:** 08-31-2022 \*\*

**Shift:** 2

**Issue Date:** 08-22-2021

**Craft/Classification:** Plumber, Pipefitter,  
Steamfitter

**Counties:** Imperial, Los Angeles, Orange,  
Riverside, San Bernardino, San Diego, San Luis  
Obispo, Santa Barbara, Ventura

| Period | Duration<br>Months | OJT<br>Hours | Basic<br>Hourly<br>Rate | Health &<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other   | Total<br>Hourly<br>Rate |
|--------|--------------------|--------------|-------------------------|---------------------|---------|----------------------|----------|---------|-------------------------|
| 1      | 12                 | N/A          | \$27.930                | \$0.000             | \$1.350 | \$0.000              | \$1.830  | \$1.270 | \$31.410                |
| 2      | 12                 | N/A          | \$31.140                | \$9.560             | \$1.380 | \$0.000              | \$1.900  | \$1.330 | \$44.310                |
| 3      | 12                 | N/A          | \$37.260                | \$9.060             | \$7.780 | \$0.000              | \$1.910  | \$1.330 | \$57.340                |
| 4      | 12                 | N/A          | \$43.370                | \$9.060             | \$7.780 | \$0.000              | \$1.960  | \$1.330 | \$63.880                |
| 5      | 12                 | N/A          | \$49.480                | \$9.060             | \$8.590 | \$0.000              | \$1.990  | \$1.330 | \$70.450                |

## FOOTNOTE(S)

These Rates are for SHIFT 2 PAY.

Basic Hourly Rate: Includes an amount withheld for Dues Check Off which is not factored into overtime and an amount for Vacation factored at 1.5 times for all overtime. Dues Check Off: Period 1: \$1.35, Period 2-5: \$1.85. Vacation: Period 1: \$1.76, Period 2: \$2.06, Period 3: \$2.36, Period 4: \$2.65, Period 5: \$2.95

Pension: Includes amounts for Pension, National Pension and Retiree's Christmas Fund

Vacation: Included in the basic hourly rate, and factored at 1.5 for all overtime.

Other: Includes amounts for PIPE, LMCC, and CED (Contractor Education Development Fund)

\*\*Journeyman and Apprentice Predetermined Increases:

09-01-2022: \$2.26 to be allocated to wages and/or fringes.

09-01-2023: \$2.35 to be allocated to wages and/or fringes.

09-01-2024: \$2.50 to be allocated to wages and/or fringes.



09-01-2025: \$2.50 to be allocated to wages and/or fringes.

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P.O. Box 420603

San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 08-31-2022 \*\*

**Craft/Classification:** Landscape/Irrigation Fitter

**Shift:** 1

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 12              | N/A       | \$18.590          | \$9.560          | \$ .380  | \$ .000          | \$1.740  | \$1.190 | \$31.460          |
| 2      | 12              | N/A       | \$22.230          | \$9.560          | \$ .380  | \$ .000          | \$1.810  | \$1.190 | \$35.170          |
| 3      | 12              | N/A       | \$25.880          | \$9.060          | \$9.320  | \$ .000          | \$1.820  | \$1.190 | \$47.270          |
| 4      | 12              | N/A       | \$29.530          | \$9.060          | \$9.320  | \$ .000          | \$1.870  | \$1.190 | \$50.970          |
| 5      | 12              | N/A       | \$33.180          | \$9.060          | \$10.140 | \$ .000          | \$1.900  | \$1.190 | \$55.480          |

## FOOTNOTE(S)

This apprentice determination applies to the journeyman determinations for Plumber: Landscape/Irrigation Fitter.

Basic Hourly Rate: Includes amount withheld for D.C. Dues, Work Preservation Dues, and Supplemental Working Dues and an amount for Vacation that is factored at 1.5 times for all overtime.  
Vacation: Period 1: \$1.52, Period 2: \$1.75, Period 3: \$1.98, Period 4: \$2.22, Period 5: \$2.46

Pension: Includes amount for National Pension and Retiree's X-mas Fund.

Vacation: Included in the basic hourly rate, and factored at 1.5 for all overtime.

Other: Includes amount for PIPE, LMCC, and CED.

\*\*Journeyman and Apprentice Predetermined Increases:

09-01-2022: \$2.26 to be allocated to wages and/or fringes.

09-01-2023: \$2.35 to be allocated to wages and/or fringes.

09-01-2024: \$2.50 to be allocated to wages and/or fringes.

09-01-2025: \$2.50 to be allocated to wages and/or fringes.

There may be corresponding wage allocations for the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

**Determination:** 2022-1

**Expire Date:** 08-31-2022 \*\*

**Shift:** 2

**Issue Date:** 08-22-2021

**Craft/Classification:** Landscape Irrigation Fitter

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension  | Vacation Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|----------|------------------|----------|---------|-------------------|
| 1      | 12              | N/A       | \$21.150          | \$9.560          | \$3.800  | \$0.000          | \$1.740  | \$1.190 | \$34.020          |
| 2      | 12              | N/A       | \$25.300          | \$9.560          | \$3.800  | \$0.000          | \$1.810  | \$1.190 | \$38.240          |
| 3      | 12              | N/A       | \$29.470          | \$9.060          | \$9.320  | \$0.000          | \$1.820  | \$1.190 | \$50.860          |
| 4      | 12              | N/A       | \$33.600          | \$9.060          | \$9.320  | \$0.000          | \$1.870  | \$1.190 | \$55.070          |
| 5      | 12              | N/A       | \$37.800          | \$9.060          | \$10.140 | \$0.000          | \$1.900  | \$1.190 | \$60.090          |

## FOOTNOTE(S)

Shift 2

This apprentice determination applies to the journeyman determinations for Plumber: Landscape Irrigation Fitter.

Basic Hourly Rate: Includes amounts for D.C. Dues, Work Preservation Dues, and Supplemental Working Dues and the amount for Vacation which is factored at 1.5 times for all overtime. Vacation amounts are as follows: Period 1: \$1.52, Period 2: \$1.75, Period 3: \$1.98, Period 4: \$2.22, Period 5: \$2.45

Pension: Includes amount for National Pension and Retiree's X-mas Fund.

Vacation included in the basic hourly rate, and factored at 1.5 for all overtime.

Other: Includes amount for PIPE, LMCC, and CED.

\*\*Journeyman and Apprentice Predetermined Increases:

09-01-2022: \$2.26 to be allocated to wages and/or fringes.

09-01-2023: \$2.35 to be allocated to wages and/or fringes.

09-01-2024: \$2.50 to be allocated to wages and/or fringes.

09-01-2025: \$2.50 to be allocated to wages and/or fringes.

There may be corresponding wage allocations for the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 12-31-2022 \*\*

**Craft/Classification:** Sprinkler Fitter (Fire Protection/Fire Control Systems)

**Indentured/Other:** Area 3

**Counties:** Inyo, Kern, Portion East Of Hwy 14), Los Angeles, Mono, Orange, Riverside, San Bernardino, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Sick Pay | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|--------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$19.810          | \$7.750          | \$0.000 | \$0.000            | \$0.520  | \$0.250 | \$28.330          |
| 2      | 6               | 1,000     | \$22.010          | \$7.750          | \$0.000 | \$0.000            | \$0.520  | \$0.250 | \$30.530          |
| 3      | 6               | 1,000     | \$23.960          | \$10.990         | \$8.250 | \$0.000            | \$0.520  | \$0.250 | \$43.970          |
| 4      | 6               | 1,000     | \$26.160          | \$10.990         | \$8.250 | \$0.000            | \$0.520  | \$0.250 | \$46.170          |
| 5      | 6               | 1,000     | \$28.360          | \$10.990         | \$8.500 | \$0.000            | \$0.520  | \$0.250 | \$48.620          |
| 6      | 6               | 1,000     | \$30.560          | \$10.990         | \$8.500 | \$0.000            | \$0.520  | \$0.250 | \$50.820          |
| 7      | 6               | 1,000     | \$32.770          | \$10.990         | \$8.500 | \$0.000            | \$0.520  | \$0.250 | \$53.030          |
| 8      | 6               | 1,000     | \$34.970          | \$10.990         | \$8.500 | \$0.000            | \$0.520  | \$0.250 | \$55.230          |
| 9      | 6               | 1,000     | \$37.170          | \$10.990         | \$8.500 | \$0.000            | \$0.520  | \$0.250 | \$57.430          |
| 10     | 6               | 1,000     | \$39.370          | \$10.990         | \$8.500 | \$0.000            | \$0.520  | \$0.250 | \$59.630          |

## FOOTNOTE(S)

RATE APPLIES TO SAN BERNARDINO COUNTY EXCEPT FOR THE CITIES OF ONTARIO AND MONTCLAIR

RATE APPLIES ONLY TO THE FOLLOWING CITIES AND COMMUNITIES IN ORANGE COUNTY: ALISO VIEJO, CAPISTRANO BEACH, COTO DE CAZA, DAINA POINT, EL TOROUSMC AIR STATION, EMERALD BAY, LAGUNA BEACH, LAGUNA HILLS, LAGUNA NIGUEL, LAKE FOREST, LEISURE WORLD (LAGUNA BEACH AREA), MISSION VIEJO, MODJESKA, RANCHO SANTA MARGARITA, SAN CLEMENTE, THREE ARCH BAY, SAN JUAN CAPISTRANO, SAN JUAN HOTSPRINGS, SILVERADO CANYON, SOUTH LAGUNA & TRABUCO CANYON.

RATE ONLY APPLIES TO THE FOLLOWING CITIES AND COMMUNITIES IN VENTURA COUNTY:  
CASITAS SPRINGS, COLONIA, EL RIO, FARIA, FOSTER PARK, HOLLYWOOD BEACH, LA  
CONCHITA, LIVE OAK ACRES, LOCKWOOD VALLEY, MEINERS OAKS, MIRAMONTE,  
MONTALVO, OAK VIEW, OJAI, OXNARD, PIERPONT BAY, SAN BUENAVENTURA, SATICOY,  
SEACLIFF, SOLIMAR BEACH, SUMMIT, VENTURA AND WHEELER SPRINGS.

BHR: Periods 1 - 4 includes 2.5% for Dues Check-off; Periods 5 - 10 includes 5% for Dues Check-off.

PENSION: Includes amount for Supplemental Pension Fund (SIS).

OTHER: Includes amount for Industry Promotion Fund.

PREDETERMINED INCREASES (JOURNEYMAN):

01-1-2023: \$0.56 to wages and/or fringes.

01-1-2024: \$0.58 to wages and/or fringes.

01-1-2025: \$0.59 to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4071 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 02-22-2022

**Expire Date:** 08-31-2022 \*\*

**Craft/Classification:** Sprinkler Fitter (Fire Protection/Fire Control Systems)

**Counties:** Los Angeles, Orange, San Bernardino, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$23.680          | \$8.670          | \$0.000 | \$0.000          | \$1.600  | \$0.450 | \$34.400          |
| 2      | 6               | N/A       | \$25.310          | \$8.670          | \$0.000 | \$0.000          | \$1.600  | \$0.450 | \$36.030          |
| 3      | 6               | N/A       | \$25.430          | \$10.990         | \$0.000 | \$0.000          | \$1.600  | \$0.450 | \$38.470          |
| 4      | 6               | N/A       | \$27.050          | \$10.990         | \$0.000 | \$0.000          | \$1.600  | \$0.450 | \$40.090          |
| 5      | 6               | N/A       | \$28.000          | \$10.990         | \$7.100 | \$0.000          | \$1.600  | \$0.450 | \$48.220          |
| 6      | 6               | N/A       | \$29.520          | \$10.990         | \$8.100 | \$0.000          | \$1.600  | \$0.450 | \$50.660          |
| 7      | 6               | N/A       | \$33.340          | \$10.990         | \$8.350 | \$0.000          | \$1.600  | \$0.450 | \$54.730          |
| 8      | 6               | N/A       | \$37.400          | \$10.990         | \$8.350 | \$0.000          | \$1.600  | \$0.450 | \$58.790          |
| 9      | 6               | N/A       | \$40.220          | \$10.990         | \$9.600 | \$0.000          | \$1.600  | \$0.450 | \$62.860          |
| 10     | 6               | N/A       | \$44.280          | \$10.990         | \$9.600 | \$0.000          | \$1.600  | \$0.450 | \$66.920          |

## FOOTNOTE(S)

BHR: Includes an amount for Vacation/Holiday.

Other: Includes Industry Promotion and P.I.P.E. Fund.

### NOTES:

Los Angeles County rate applies to Los Angeles City limits & twenty-five (25) miles beyond city limits of Los Angeles including Port Hueneme & Point Mugu.

Orange County rate applies to Orange County except for the following cities or communities: Aliso Viejo, Capistrano Beach, Coto De Caza, Dana Point, El Toro USMC Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo,

Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hot Springs, Silverado Canyon, South Laguna, and Trabuco Canyon.

San Bernardino County rate applies to cities of Ontario & Montclair.

Ventura County rate applies to Ventura County except for the following cities: Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oak Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpoint Bay, San Buenaventura, Saticoy, Seacliff, Solimar Beach, Summit, Ventura, and Wheeler Springs.

**\*\*JOURNEYMAN PREDETERMINED INCREASES:**

Eff. 9/1/2022: \$2.44 to be allocated to wages and/or fringes.

Eff. 1/1/2023: \$0.56 to be allocated to wages and/or fringes.

Eff. 9/1/2023: \$2.43 to be allocated to wages and/or fringes.

Eff. 1/1/2024: \$0.57 to be allocated to wages and/or fringes.

Eff. 9/1/2024: \$2.41 to be allocated to wages and/or fringes.

Eff. 1/1/2025: \$0.59 to be allocated to wages and/or fringes.

Eff. 9/1/2025: \$2.39 to be allocated to wages and/or fringes.

Eff. 1/1/2026: \$0.61 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603



# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 07-31-2022 \*\*

**Craft/Classification:** RO

**Counties:** Los Angeles, Orange, Riverside, San Bernardino, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|-------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$23.060          | \$8.560          | \$6.670 | \$3.000           | \$0.530  | \$0.690 | \$39.510          |
| 2      | 6               | N/A       | \$24.970          | \$8.560          | \$6.670 | \$3.000           | \$0.530  | \$0.690 | \$41.420          |
| 3      | 6               | N/A       | \$26.870          | \$8.560          | \$6.670 | \$3.000           | \$0.530  | \$0.690 | \$43.320          |
| 4      | 6               | N/A       | \$28.770          | \$8.560          | \$6.670 | \$3.000           | \$0.530  | \$0.690 | \$45.220          |
| 5      | 6               | N/A       | \$30.670          | \$8.560          | \$6.670 | \$3.000           | \$0.530  | \$0.690 | \$47.120          |
| 6      | 6               | N/A       | \$34.470          | \$8.560          | \$6.920 | \$3.000           | \$0.530  | \$0.690 | \$51.170          |
| 7      | 6               | N/A       | \$38.270          | \$8.560          | \$6.920 | \$3.000           | \$0.530  | \$0.690 | \$54.970          |

## FOOTNOTE(S)

Basic Hourly Rate includes amounts for Vacation and Dues Check Off. Dues Check Off is \$1.05 for all periods. Vacation is \$1.25 for 1st Period, \$2.50 for 2nd Period, \$2.75 for 3rd Period, and \$3.00 for 4th to 7th period. Vacation and Dues Check Off are not factored into overtime.

Other includes amounts for Administration Fund (\$0.05), Industry Fund (\$0.25), Compliance Fund (\$0.33), and Research and Education Fund (0.06)

\$1.75 shall be added to the Apprentices and Journeymen Basic Hourly Wages whenever they are exposed to Pitch Fumes, or required to handle Pitch Base or Pitch Impregnated Products.

**\*\*JOURNEYMAN PREDETERMINED INCREASES:**

Effective 8/1/2022: an increase of \$2.00 allocated as follows:

\$1.40 to Basic Hourly Rate and \$0.60 to Pension.

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address:

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San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*\*

**Craft/Classification:** Metal Roofing System Installer

**Counties:** Los Angeles, Orange, Riverside, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 812       | \$20.090          | \$6.220          | \$5.740 | \$0.000          | \$0.820  | \$0.680 | \$33.550          |
| 2      | 6               | 812       | \$22.600          | \$6.220          | \$5.900 | \$0.000          | \$0.820  | \$0.680 | \$36.280          |
| 3      | 6               | 812       | \$25.120          | \$6.220          | \$6.180 | \$0.000          | \$0.820  | \$0.680 | \$39.020          |
| 4      | 6               | 812       | \$27.630          | \$6.220          | \$6.400 | \$0.000          | \$0.820  | \$0.680 | \$41.750          |
| 5      | 6               | 812       | \$30.140          | \$11.120         | \$6.620 | \$0.000          | \$0.820  | \$0.680 | \$49.380          |
| 6      | 6               | 812       | \$32.650          | \$11.120         | \$6.830 | \$0.000          | \$0.820  | \$0.680 | \$52.100          |
| 7      | 6               | 812       | \$35.160          | \$11.120         | \$7.050 | \$0.000          | \$0.820  | \$0.680 | \$54.830          |
| 8      | 6               | 812       | \$37.670          | \$11.120         | \$7.270 | \$0.000          | \$0.820  | \$0.680 | \$57.560          |
| 9      | 6               | 812       | \$40.180          | \$11.120         | \$7.490 | \$0.000          | \$0.820  | \$0.680 | \$60.290          |
| 10     | 6               | 17        | \$42.700          | \$11.120         | \$7.710 | \$0.000          | \$0.820  | \$0.680 | \$63.030          |

## FOOTNOTE(S)

Basic Hourly Rate - Includes amount for Working Dues.

Health & Welfare - Includes amount for SMOHIT and HRA.

Pension - Includes amount for 401(k). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages

Other - Includes amounts for Industry Fund, LMCT, & NEMI.

\*\* Journeyman Predetermined Increases

Effective July 1, 2022, an increase of \$1.79 to be allocated to wages and/or employer payments.

Effective January 1 2023, an increase of \$1.79 to be allocated to wages and/or employer payments.

Effective July 1, 2023, an increase of \$1.79 to be allocated to wages and/or employer payments.

Effective January 1, 2024, an increase of \$1.79 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address

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# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*\*

**Craft/Classification:** Sheet Metal Worker

**Indentured/Other:** Indentured prior to 1/1/16

**Counties:** Kern, Los Angeles, Portions North Of A Straight Line Drawn through Gorman And Big Pines)

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$17.590          | \$6.220          | \$2.130 | \$0.000          | \$1.920  | \$0.350 | \$28.210          |
| 2      | 6               | N/A       | \$19.540          | \$6.220          | \$2.250 | \$0.000          | \$1.920  | \$0.350 | \$30.280          |
| 3      | 6               | N/A       | \$21.490          | \$6.220          | \$2.380 | \$0.000          | \$1.920  | \$0.350 | \$32.360          |
| 4      | 6               | N/A       | \$23.450          | \$6.220          | \$2.500 | \$0.000          | \$1.920  | \$0.350 | \$34.440          |
| 5      | 6               | N/A       | \$25.410          | \$6.220          | \$2.630 | \$0.000          | \$1.920  | \$0.350 | \$36.520          |
| 6      | 6               | N/A       | \$27.360          | \$6.220          | \$2.750 | \$0.000          | \$1.920  | \$0.350 | \$38.600          |
| 7      | 6               | N/A       | \$29.310          | \$6.220          | \$2.880 | \$0.000          | \$1.920  | \$0.350 | \$40.680          |
| 8      | 6               | N/A       | \$31.260          | \$6.220          | \$3.000 | \$0.000          | \$1.920  | \$0.350 | \$42.750          |
| 9      | 6               | N/A       | \$33.220          | \$6.220          | \$3.130 | \$0.000          | \$1.920  | \$0.350 | \$44.840          |
| 10     | 6               | N/A       | \$35.170          | \$6.220          | \$3.250 | \$0.000          | \$1.920  | \$0.350 | \$46.910          |

## FOOTNOTE(S)

**BASIC HOURLY RATE:** Includes an amount for Dues Check-off.

**PENSION:** Includes amounts for National Pension, Local Pension and 401(a) plan. Pursuant to Labor Code sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

**\*\*Journeyman Predetermined Increases**

Effective 7/1/2022: \$0.05 to Pension, and \$3.45 to be allocated to wages and/or fringes.

Effective 7/1/2023: \$3.75 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

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San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*\*

**Craft/Classification:** Sheet Metal Worker

**Indentured/Other:** Indentured on or after 1/1/16

**Counties:** Kern, Los Angeles (Portions North Of A Straight Line Drawn Through Gorman And Big Pines)

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/ Sick Pay | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|--------------------|----------|---------|-------------------|
| 1      | 6               | N/A       | \$17.590          | \$6.220          | \$2.100 | \$0.000            | \$1.920  | \$0.350 | \$28.210          |
| 2      | 6               | N/A       | \$19.150          | \$6.220          | \$2.230 | \$0.000            | \$1.920  | \$0.350 | \$29.870          |
| 3      | 6               | N/A       | \$20.710          | \$6.220          | \$2.330 | \$0.000            | \$1.920  | \$0.350 | \$31.530          |
| 4      | 6               | N/A       | \$22.280          | \$6.220          | \$2.430 | \$0.000            | \$1.920  | \$0.350 | \$33.200          |
| 5      | 6               | N/A       | \$23.840          | \$6.220          | \$2.530 | \$0.000            | \$1.920  | \$0.350 | \$34.860          |
| 6      | 6               | N/A       | \$25.400          | \$6.220          | \$2.630 | \$0.000            | \$1.920  | \$0.350 | \$36.520          |
| 7      | 6               | N/A       | \$26.970          | \$6.220          | \$2.730 | \$0.000            | \$1.920  | \$0.350 | \$38.190          |
| 8      | 6               | N/A       | \$28.530          | \$6.220          | \$2.830 | \$0.000            | \$1.920  | \$0.350 | \$39.850          |
| 9      | 6               | N/A       | \$30.090          | \$6.220          | \$2.930 | \$0.000            | \$1.920  | \$0.350 | \$41.510          |
| 10     | 6               | N/A       | \$31.650          | \$6.220          | \$3.030 | \$0.000            | \$1.920  | \$0.350 | \$43.170          |

## FOOTNOTE(S)

**BASIC HOURLY RATE:** Includes an amount for Dues Check-off.

**PENSION:** Includes amounts for National Pension, Local Pension and 401(a) plan. Pursuant to Labor Code sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

**\*\*Journeyman Predetermined Increases**

Effective 7/1/2022: \$0.05 to Pension, and \$3.45 to be allocated to wages and/or fringes.

Effective 7/1/2023: \$3.75 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

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San Francisco, CA 94142-0603

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*\*

**Craft/Classification:** Sheet Metal Worker (HVAC)

**Counties:** Inyo, Los Angeles (Portions South Of A Straight Line Drawn Through Gorman And Big Pines), Mono, Orange, Riverside, San Bernardino

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 812       | \$20.090          | \$6.220          | \$5.740 | \$0.000          | \$0.820  | \$0.680 | \$33.550          |
| 2      | 6               | 812       | \$22.600          | \$6.220          | \$5.960 | \$0.000          | \$0.820  | \$0.680 | \$36.280          |
| 3      | 6               | 812       | \$25.120          | \$6.220          | \$6.180 | \$0.000          | \$0.820  | \$0.680 | \$39.020          |
| 4      | 6               | 812       | \$27.630          | \$6.220          | \$6.400 | \$0.000          | \$0.820  | \$0.680 | \$41.750          |
| 5      | 6               | 812       | \$30.140          | \$6.220          | \$6.620 | \$0.000          | \$0.820  | \$0.680 | \$44.480          |
| 6      | 6               | 812       | \$32.650          | \$11.120         | \$6.830 | \$0.000          | \$0.820  | \$0.680 | \$52.100          |
| 7      | 6               | 812       | \$35.160          | \$11.120         | \$7.050 | \$0.000          | \$0.820  | \$0.680 | \$54.830          |
| 8      | 6               | 812       | \$37.670          | \$11.120         | \$7.270 | \$0.000          | \$0.820  | \$0.680 | \$57.560          |
| 9      | 6               | 812       | \$40.180          | \$11.120         | \$7.490 | \$0.000          | \$0.820  | \$0.680 | \$60.290          |
| 10     | 6               | 817       | \$42.700          | \$11.120         | \$7.710 | \$0.000          | \$0.820  | \$0.680 | \$63.030          |

## FOOTNOTE(S)

Basic Hourly Rate - Includes amount for Working Dues.

Health & Welfare - Includes amount for SMOHIT and HRA.

Pension - Includes amount for 401(k). Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages

Other - Includes amounts for Industry Fund, LMCT, & NEMI.

**\*\* Journeyman Predetermined Increases**

Effective July 1, 2022, an increase of \$1.79 to be allocated to wages and/or employer payments.

Effective January 1 2023, an increase of \$1.79 to be allocated to wages and/or employer payments.

Effective July 1, 2023, an increase of \$1.79 to be allocated to wages and/or employer payments.

Effective January 1, 2024, an increase of \$1.79 to be allocated to wages and/or employer payments.

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 06-30-2022 \*

**Craft/Classification:** Teacher

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other  | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|--------|-------------------|
| 1      | N/A             | 600       | \$18.880          | \$15.060         | \$2.000 | \$1.450          | \$1.820  | \$.450 | \$39.660          |
| 2      | N/A             | 600       | \$21.370          | \$15.060         | \$2.000 | \$1.450          | \$1.820  | \$.450 | \$42.150          |
| 3      | N/A             | 600       | \$24.220          | \$15.060         | \$2.000 | \$1.450          | \$1.820  | \$.450 | \$45.000          |
| 4      | N/A             | 600       | \$26.720          | \$15.060         | \$2.000 | \$1.450          | \$1.820  | \$.450 | \$47.500          |
| 5      | N/A             | 600       | \$30.200          | \$15.060         | \$2.000 | \$1.450          | \$1.820  | \$.450 | \$51.060          |
| 6      | N/A             | 600       | \$33.840          | \$15.060         | \$2.000 | \$1.450          | \$1.820  | \$.450 | \$54.620          |

## FOOTNOTE(S)

Vacation & Holiday - Includes amount for Supplemental Dues.

Apprentice rates based on Group X Journeyman Rates.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Terrazzo Installer (Carpenter)

**Indentured/Other:** Terrazzo Installer (Carpenter)

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 600       | \$20.830          | \$0.000          | \$0.000 | \$4.590          | \$0.000  | \$0.000 | \$22.420          |
| 2      | N/A             | 600       | \$25.000          | \$8.000          | \$0.000 | \$4.590          | \$0.500  | \$0.000 | \$38.090          |
| 3      | N/A             | 600       | \$29.160          | \$8.000          | \$0.000 | \$4.590          | \$0.500  | \$0.000 | \$42.250          |
| 4      | N/A             | 1,000     | \$35.410          | \$8.000          | \$0.000 | \$4.590          | \$0.500  | \$0.000 | \$54.160          |
| 5      | N/A             | 800       | \$36.240          | \$8.000          | \$5.660 | \$4.590          | \$0.500  | \$0.000 | \$54.990          |
| 6      | N/A             | 800       | \$37.490          | \$8.000          | \$5.660 | \$4.590          | \$0.500  | \$0.000 | \$56.240          |
| 7      | N/A             | 800       | \$38.740          | \$8.000          | \$5.660 | \$4.590          | \$0.500  | \$0.000 | \$57.490          |
| 8      | N/A             | 800       | \$40.410          | \$8.000          | \$5.660 | \$4.590          | \$0.500  | \$0.000 | \$59.160          |

## FOOTNOTES:

Vacation/Holiday include an amount for Supplemental Dues.

\*\* Journeyman Predetermined Increases

Effective June 1, 2022: \$1.30 to be allocated to wages and/or employer payments.

Effective June 1, 2023: \$2.10 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

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Office of the Director - Research Unit

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San Francisco, CA 94142-0603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 08-31-2022 \*

**Craft/Classification:** Term to Finish

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$17.720          | \$3.480          | \$0.000 | \$0.000          | \$0.650  | \$0.270 | \$22.120          |
| 2      | 6               | 1,000     | \$21.260          | \$7.210          | \$4.350 | \$0.000          | \$0.650  | \$0.270 | \$33.740          |
| 3      | 6               | 1,000     | \$26.570          | \$8.610          | \$4.350 | \$0.000          | \$0.650  | \$0.270 | \$40.450          |
| 4      | 6               | 1,000     | \$28.340          | \$8.610          | \$4.350 | \$0.000          | \$0.650  | \$0.270 | \$42.220          |

## FOOTNOTE(S)

Basic Hourly Rate--Includes amount for Duty check off.

Vacation/Holiday--Includes a straight time hourly rate.

Other--Compliance Trust Fund.

# GENERAL PREVAILING WAGE APPRENTICE RATES

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**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 05-31-2022 \*\*

**Craft/Classification:** Terrazzo Finisher (Carpenter)

**Indentured/Other:** Terrazzo Finisher (Carpenter)

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | N/A             | 1,000     | \$15.820          | \$0.000          | \$0.000 | \$4.590          | \$0.000  | \$0.000 | \$17.410          |
| 2      | N/A             | 800       | \$17.580          | \$8.000          | \$0.000 | \$4.590          | \$0.500  | \$0.000 | \$30.670          |
| 3      | N/A             | 800       | \$19.340          | \$8.000          | \$0.000 | \$4.590          | \$0.500  | \$0.000 | \$32.430          |
| 4      | N/A             | 800       | \$21.100          | \$8.000          | \$0.000 | \$4.590          | \$0.500  | \$0.000 | \$34.190          |
| 5      | N/A             | 800       | \$24.610          | \$8.000          | \$5.660 | \$4.590          | \$0.500  | \$0.000 | \$43.360          |
| 6      | N/A             | 800       | \$28.130          | \$8.000          | \$5.660 | \$4.590          | \$0.500  | \$0.000 | \$46.880          |

## FOOTNOTE(S)

Vacation/Holiday includes an amount for Supplemental Dues.

\*\* Journeyman Predetermined Increases

Effective June 1, 2022: \$0.30 to be allocated to wages and/or employer payments.

Effective June 1, 2023: \$2.10 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please fax a request to (415) 703-4771 or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

NOT FOR BID

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 05-31-2022 \*

**Craft/Classification:** Tile Setter

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$19.390          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$29.730          |
| 2      | 6               | 1,000     | \$21.980          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$32.320          |
| 3      | 6               | 1,000     | \$24.990          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$43.680          |
| 4      | 6               | 1,000     | \$27.580          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$46.270          |
| 5      | 6               | 1,000     | \$30.170          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$48.850          |
| 6      | 6               | 1,000     | \$32.750          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$51.440          |
| 7      | 6               | 1,000     | \$37.920          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$56.610          |
| 8      | 6               | 1,000     | \$40.500          | \$9.000          | \$8.350 | \$0.000          | \$0.960  | \$0.380 | \$59.190          |

## FOOTNOTE(S)

Basic Hourly Rate: Includes amount withheld for Administrative Dues.

Training: Includes the amount for International Masonry Institute (IMI)

Other: Includes amounts for Contract Administration Fund (CAF), Labor Management Cooperation Committee (LMC), and Labor Compliance.

# GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specified craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp) (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

**Determination:** 2022-1

**Issue Date:** 08-22-2021

**Expire Date:** 05-31-2022 \*

**Craft/Classification:** Tile Finisher

**Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

| Period | Duration Months | OJT Hours | Basic Hourly Rate | Health & Welfare | Pension | Vacation/Holiday | Training | Other   | Total Hourly Rate |
|--------|-----------------|-----------|-------------------|------------------|---------|------------------|----------|---------|-------------------|
| 1      | 6               | 1,000     | \$17.980          | \$4.690          | \$1.000 | \$1.000          | \$0.760  | \$0.050 | \$23.480          |
| 2      | 6               | 1,000     | \$21.940          | \$7.120          | \$1.000 | \$1.000          | \$0.760  | \$0.050 | \$29.870          |
| 3      | 6               | 1,000     | \$25.900          | \$8.000          | \$2.750 | \$1.000          | \$0.760  | \$0.050 | \$37.480          |
| 4      | 6               | 1,000     | \$29.250          | \$8.120          | \$2.750 | \$1.000          | \$0.760  | \$0.050 | \$40.930          |

## FOOTNOTE(S)

Basic Hourly Rate: Includes amount withheld for administrative dues

Training: Includes the amount for International Masonry Institute (IMI)

Other: Includes amount for Contract Administration Fund.



## GENERAL PREVAILING WAGE RATES

NOT FOR BID

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: # ASBESTOS WORKER, HEAT AND FROST INSULATOR**

**DETERMINATION:** SC-3-5-1-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 4, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Employer Payments        |                   |                      |          |                   | Straight-Time |                         | Overtime Hourly Rates |                    |              |                          |
|------------------------------------|-------------------------|--------------------------|-------------------|----------------------|----------|-------------------|---------------|-------------------------|-----------------------|--------------------|--------------|--------------------------|
|                                    |                         | Health<br>and<br>Welfare | Pension           | Vacation/<br>Holiday | Training | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2x       | Saturday<br>1 1/2x | Sunday<br>2x | Sunday<br>and<br>Holiday |
| Mechanic                           | <sup>a</sup> 45.39      | <sup>b</sup> 10.78       | <sup>c</sup> 8.12 | 3.42                 | 1.49     | -                 | 8             | 69.20                   | 8                     | 114.59             | 114.59       | <sup>e</sup> 114.59      |

**DETERMINATION:** SC-3-5-3-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 4, 2021\* 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 10 days from the expiration date, if no subsequent determination is issued.

|                                        |                    |                   |      |   |      |   |   |       |       |   |       |   |                    |
|----------------------------------------|--------------------|-------------------|------|---|------|---|---|-------|-------|---|-------|---|--------------------|
| Hazardous Material<br>Handler Mechanic | <sup>f</sup> 21.34 | <sup>g</sup> 5.78 | 6.17 | - | 0.82 | - | 8 | 34.11 | 44.78 | - | 44.78 | - | <sup>h</sup> 44.78 |
|----------------------------------------|--------------------|-------------------|------|---|------|---|---|-------|-------|---|-------|---|--------------------|

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.01 for supplemental dues.

<sup>b</sup> Includes \$0.01 for Occupational Health Plan.

<sup>c</sup> Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

<sup>d</sup> Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

<sup>e</sup> \$159.98 per hour for work on Labor Day. For maintenance and asbestos abatement projects, days and observed holidays may be worked at the time and one half rate.

<sup>f</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.01 for supplemental dues.

<sup>g</sup> Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.01 for Occupational Health Plan.

<sup>h</sup> \$76.79 per hour for work on Labor Day.

<sup>i</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid by the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

**Note:** Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: #FENCE BUILDER (CARPENTER)**

**DETERMINATION:** SC-23-31-20-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Employer Payments        |         |                            |          |        | Straight-Time<br>Total<br>Hourly<br>Rate | Overtime Hourly Rate |                       |                          |
|------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|--------|------------------------------------------|----------------------|-----------------------|--------------------------|
|                                    |                         | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other  |                                          | Daily <sup>a</sup>   | Saturday <sup>c</sup> | Sunday<br>and<br>Holiday |
| Fence Builder                      | \$40.26                 | \$8.00                   | \$5.25  | \$6.09                     | \$0.62   | \$0.76 | \$60.57                                  | \$81.11              | \$81.11               | \$101.24                 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageSheet.asp>.

<sup>a</sup> Includes an amount for Annuity.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

<sup>c</sup> Saturdays in the same work week may be worked at straight time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: # CARPENTER AND RELATED TRADES**

**DETERMINATION:** SC-23-31-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| Classification<br>(Journey person)                                                                                    | Basic<br>Hourly<br>Rate | Employer Payments        |         |                      |          |                    | Straight-Time |                         | Overtime Hourly Rate         |                                 |                          |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|---------|----------------------|----------|--------------------|---------------|-------------------------|------------------------------|---------------------------------|--------------------------|
|                                                                                                                       |                         | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other <sup>k</sup> | Hours         | Total<br>Hourly<br>Rate | Daily <sup>g</sup><br>1 1/2X | Saturday <sup>b</sup><br>1 1/2X | Sunday<br>and<br>Holiday |
| <b><sup>a</sup> AREA 1</b>                                                                                            |                         |                          |         |                      |          |                    |               |                         |                              |                                 |                          |
| Carpenter <sup>c,h</sup> , Cabinet Installer, Insulation<br>Installer, Hardwood Floor Worker,<br>Acoustical Installer | \$43.76                 | \$8.00                   | \$5.41  | \$7.09 <sup>f</sup>  | \$0.62   | \$1.44             | 8             | \$66.32                 | \$88.20                      | \$88.20                         | \$110.08                 |
| Pile Driverman <sup>i</sup> , Derrick Bargeman,<br>Rockslinger, Bridge or Dock Carpenter,<br>Cable Splicer            | 43.89                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.57     | 1.49               | 8             | 66.45                   | 88.39                        | 88.39                           | 110.34                   |
| Bridge Carpenter <sup>c</sup>                                                                                         | 43.89                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.45                   | 88.395                       | 88.395                          | 110.34                   |
| Shingler <sup>c</sup>                                                                                                 | 43.89                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.45                   | 88.395                       | 88.395                          | 110.34                   |
| Saw Filer                                                                                                             | 43.85                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.41                   | 88.335                       | 88.335                          | 110.26                   |
| Table Power Saw Operator                                                                                              | 43.86                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.42                   | 88.35                        | 88.35                           | 110.28                   |
| Pneumatic Nailer or Power Stapler                                                                                     | 44.01                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.57                   | 88.57                        | 88.57                           | 110.58                   |
| Roof Loader of Shingles                                                                                               | 31.13                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 53.69                   | 69.255                       | 69.255                          | 84.82                    |
| Scaffold Builder                                                                                                      | 34.96                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 56.49                   | 75.00                        | 75.00                           | 92.48                    |
| Millwright <sup>c</sup>                                                                                               | 44.26                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.64               | 8             | 67.00                   | 89.15                        | 89.15                           | 111.28                   |
| Head Rockslinger                                                                                                      | 43.99                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.55                   | 88.50                        | 88.545                          | 110.54                   |
| Rock Bargeman or Scowman                                                                                              | 43.79                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.35                   | 88.25                        | 88.245                          | 110.14                   |
| Diver, Wet (Up To 50 Ft. Depth) <sup>d</sup>                                                                          | 95.78                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     |                    | 8             | 118.34                  | 166.23                       | 166.23                          | 214.12                   |
| Diver, (Stand-By) <sup>d</sup>                                                                                        | 47.89                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 70.45                   | 94.395                       | 94.395                          | 118.34                   |
| Diver's Tender <sup>d</sup>                                                                                           | 46.89                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 69.45                   | 92.895                       | 92.895                          | 116.34                   |
| Assistant Tender (Diver's) <sup>d</sup>                                                                               | 43.89                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.45                   | 88.395                       | 88.395                          | 110.34                   |
| <b><sup>a</sup> AREA 2</b>                                                                                            |                         |                          |         |                      |          |                    |               |                         |                              |                                 |                          |
| Carpenter <sup>c,h</sup> , Cabinet Installer, Insulation<br>Installer, Hardwood Floor Worker,<br>Acoustical Installer | 43.19                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 65.75                   | 87.345                       | 87.345                          | 108.94                   |
| Shingler <sup>c</sup>                                                                                                 | 43.33                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 65.89                   | 87.555                       | 87.555                          | 109.22                   |
| Saw Filer                                                                                                             | 43.19                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 65.75                   | 87.345                       | 87.345                          | 108.94                   |
| Table Power Saw Operator                                                                                              | 44.29                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.85                   | 88.995                       | 88.995                          | 111.14                   |
| Pneumatic Nailer or Power Stapler                                                                                     | 43.45                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 66.01                   | 87.735                       | 87.735                          | 109.46                   |
| Roof Loader of Shingles                                                                                               | 31.08                   | 8.00                     | 5.41    | 7.09 <sup>f</sup>    | 0.62     | 1.44               | 8             | 53.64                   | 69.18                        | 69.18                           | 84.72                    |

**DETERMINATION:** SC-31-741-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** May 31, 2021\* Effective until superseded by a determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rate after 10 days from the expiration date, if no subsequent determination is issued.

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Employer Payments        |         |                            |          |                    | Straight-Time |                         | Overtime Hourly Rate |                                  |               |
|------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|--------------------|---------------|-------------------------|----------------------|----------------------------------|---------------|
|                                    |                         | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other <sup>k</sup> | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2X      | Saturday/<br>1 1/2X <sup>j</sup> | Holiday<br>2X |
| Terrazzo Installer                 | 40.84                   | 8.00                     | 5.41    | 4.59 <sup>f</sup>          | 0.57     |                    | 8             | 59.41                   | 79.83                | 79.83                            | 100.25        |
| Terrazzo Finisher                  | 44.34                   | 8.00                     | 5.41    | 4.59 <sup>f</sup>          | 0.57     |                    | 8             | 52.91                   | 70.08                | 70.08                            | 87.25         |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

a. **AREA 1** - Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

**AREA 2** - Inyo, Kern, and Mono counties. For Bridge Carpenter, Scaffold Builder, Pile Driverman, Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer, Millwright, Head Rockslinger, Rock Bargeman or Scowman, Diver (Up To 50 Ft. Depth), Diver (Stand-By), Diver's Tender, and Assistant Tender (Diver's) rates, please see **Area 1** as this rate applies to **Area 2** as well. Rates for **Area 2** include an additional amount deducted for vacation/holiday.

b. First eight (8) hours of work shall be paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a 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. When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

d. Shall receive a maximum of 8 hours pay for any day or part thereof.

e. For specific rates for 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.

f. Includes amount for supplemental duty.

g. All overtime worked Monday through Friday shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

h. A Carpenter who performs work or forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.

i. When performing work on a job requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or lumber, or driving of used pressure-treated creosote piling.

j. Saturdays in the same work week may be worked at straight-time rates if a 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. Work on Sunday, if it is the 7<sup>th</sup> consecutive workday, shall be paid at double (2x) the straight-time rate.

k. Includes amount for Aunty.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: #MODULAR FURNITURE INSTALLER (CARPENTER)**

**DETERMINATION:** SC-23-31-16-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** December 31, 2020\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

| Classification<br>(Journey person) | Employer Payments       |                          |         |                                   |          |                   | Straight-Time |                         | Overtime Hourly Rate         |                                               |                                           |
|------------------------------------|-------------------------|--------------------------|---------|-----------------------------------|----------|-------------------|---------------|-------------------------|------------------------------|-----------------------------------------------|-------------------------------------------|
|                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>a</sup> | Training | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2X <sup>b</sup> | 6 <sup>th</sup> Workday/<br>1/2X <sup>b</sup> | 7 <sup>th</sup> Workday/<br>Holiday<br>2X |
| <b>MODULAR INSTALLER</b>           |                         |                          |         |                                   |          |                   |               |                         |                              |                                               |                                           |
| Installer                          | \$19.00                 | \$5.19                   | \$1.86  | \$1.85                            | \$0.10   | \$0.03            | 8             | \$28.03                 | \$42.03                      | \$37.53                                       | \$47.03                                   |
| Lead Installer                     | \$21.00                 | \$5.19                   | \$1.86  | \$1.85                            | \$0.10   | \$0.03            | 8             | \$30.03                 | \$45.03                      | \$40.53                                       | \$51.03                                   |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

a) Includes an amount for Supplemental Dues.

b) Rate applies to the first 4 daily overtime hours and the first 12 hours on a sixth (6<sup>th</sup>) consecutive day. All other daily overtime is paid at the 7<sup>th</sup> Workday/Holiday rate.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate or 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/DPreWageDetermination.htm>. 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 1773.7 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/DPreWageDetermination.htm>. 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: # ELEVATOR CONSTRUCTOR**

**DETERMINATION:** SC-62-X-999-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** December 31, 2020\*\* 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 Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. <sup>a</sup> Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

| Classification<br>(Journey person)                                 | Employer Payments       |                          |                      |                                   |          | Straight-time     |       | Overtime Hourly Rate    |               |                               |                          |
|--------------------------------------------------------------------|-------------------------|--------------------------|----------------------|-----------------------------------|----------|-------------------|-------|-------------------------|---------------|-------------------------------|--------------------------|
|                                                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>c</sup> | Vacation/<br>Holiday <sup>b</sup> | Training | Other<br>Payments | Hours | Total<br>Hourly<br>Rate | Daily<br>1½ X | Saturday <sup>d</sup><br>1½ X | Sunday<br>and<br>Holiday |
| Mechanic                                                           | \$57.40                 | 15.725                   | 18.41                | 5.22                              | 0.63     | 0.48              | 8     | \$97.865                | \$126.565     | \$126.565                     | \$155.265                |
| Mechanic (employed in<br>industry more than<br>5 years)            | \$57.40                 | 15.725                   | 18.41                | 6.36                              | 0.63     | 0.48              | 8     | \$99.005                | \$127.705     | \$127.705                     | \$156.405                |
| Helper <sup>c</sup>                                                | \$40.18                 | 15.725                   | 18.41                | 3.00                              | 0.63     | 0.48              | 8     | \$79.085                | \$99.18       | \$99.18                       | \$119.265                |
| Helper (employed in<br>industry more than<br>5 years) <sup>c</sup> | \$40.18                 | 15.725                   | 18.41                | 4.40                              | 0.63     | 0.48              | 8     | \$79.875                | \$99.965      | \$99.965                      | \$120.055                |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.htm>.

<sup>a</sup> Applies to that portion of these counties south of the San Joaquin Line. For more information contact the Office of the Director – Research Unit.

<sup>b</sup> Includes an amount for 8 paid holidays.

<sup>c</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

<sup>d</sup> For Contract Service work only. All overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Includes an amount for Annuity Trust Fund.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.



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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: #OPERATING ENGINEER**

**DETERMINATION:** SC-23-63-2-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 superseded rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic<br>Hourly Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate<br>(c) | Overtime Saturday (d) | Overtime Sunday/<br>Holiday |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|-----------------------------|-----------------------|-----------------------------|
|                                    |                      |                       | Pension (e)       | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate |                             |                       |                             |
|                                    |                      |                       |                   |                          |          |                   |                 |                      | 1 1/2X                      | 2X                    |                             |
| Classification Groups (b)          |                      |                       |                   |                          |          |                   |                 |                      |                             |                       |                             |
| Group 1                            | \$48.25              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$77.24              | \$101.365                   | \$101.365             | \$125.49                    |
| Group 2                            | \$49.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$78.02              | \$102.535                   | \$102.535             | \$127.05                    |
| Group 3                            | \$49.32              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$78.31              | \$102.970                   | \$102.970             | \$127.63                    |
| Group 4                            | \$50.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.80              | \$105.205                   | \$105.205             | \$130.61                    |
| Group 6                            | \$51.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.82              | \$105.535                   | \$105.535             | \$131.05                    |
| Group 8                            | \$51.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.13              | \$105.700                   | \$105.700             | \$131.27                    |
| Group 10                           | \$51.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.25              | \$105.880                   | \$105.880             | \$131.51                    |
| Group 12                           | \$51.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.42              | \$106.135                   | \$106.135             | \$131.85                    |
| Group 13                           | \$51.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.52              | \$106.285                   | \$106.285             | \$132.05                    |
| Group 14                           | \$51.56              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.55              | \$106.330                   | \$106.330             | \$132.11                    |
| Group 15                           | \$51.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.63              | \$106.450                   | \$106.450             | \$132.27                    |
| Group 16                           | \$51.76              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.75              | \$106.630                   | \$106.630             | \$132.51                    |
| Group 17                           | \$51.93              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.92              | \$106.885                   | \$106.885             | \$132.85                    |
| Group 18                           | \$52.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.02              | \$107.035                   | \$107.035             | \$133.05                    |
| Group 19                           | \$52.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.13              | \$107.200                   | \$107.200             | \$133.27                    |
| Group 20                           | \$52.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.25              | \$107.380                   | \$107.380             | \$133.51                    |
| Group 21                           | \$52.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.42              | \$107.635                   | \$107.635             | \$133.85                    |
| Group 22                           | \$52.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.52              | \$107.785                   | \$107.785             | \$134.05                    |
| Group 23                           | \$52.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.63              | \$107.950                   | \$107.950             | \$134.27                    |
| Group 24                           | \$52.76              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.75              | \$108.130                   | \$108.130             | \$134.51                    |
| Group 25                           | \$52.93              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.92              | \$108.385                   | \$108.385             | \$134.85                    |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within this group, see pages 8 and 9.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours of overtime. All other time is paid at the Sunday rate.

<sup>e</sup> Includes an amount for Annuity.

**NOTE:** For Prevailing Wage and Multi-Shift, see pages 9A and 9B.

**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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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**DETERMINATION: SC-23-63-2-2020-2**

**CLASSIFICATIONS:**

**GROUP 1**

Bargeman  
Brakeman  
Compressor Operator  
Ditchwitch, with seat or similar type equipment  
Elevator Operator - Inside  
Engineer Oiler  
Forklift Operator (includes load, lull or similar types – under 5 tons)  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Pump Operator  
Signalman  
Switchman

**GROUP 2**

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Concrete Mixer Operator - Skip Type  
Conveyor Operator  
Fireman  
Forklift Operator (includes load, lull or similar types – over 5 tons)  
Hydrostatic Pump Operator  
Oiler Crusher (Asphalt or Concrete Plant)  
Petromat Laydown Machine  
RJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploader (Wheel type up to 3/4 yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

**GROUP 3**

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer, with all attachments)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

**GROUP 4**

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (small portable)  
Drilling Machine Operator, Small Auger types (Texoma Super Economy or similar types - Hughes 100 or 200, or similar types - drilling depth of 30 maximum)  
Equipment Greaser (grease truck)  
Excavator Track/Rubber-Tired- with all attachments (Operating weight under 21,000 lbs)  
Guard Rail Post Driver Operator  
Highline Cableway Signalman  
Hydra-Hammer-Aero Stone  
Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum  
Micro Tunneling Operator (above ground)  
Power Concrete Curing Machine Operator  
Power Compactor Operator  
Power Cutter/Jumbo Cutter Operator  
Pneumatic Sweeper Operator  
Pneumatic Wheel Saw/Trencher  
Roller Operator (compacting)  
Roadbed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 1 ft.)  
Vibrator for Muck Truck

**GROUP 5 (for multi-shift rate, see page 9B)**

Equipment Greaser (Grease Truck/Multi-Shift)

**GROUP 6**

Asphalt Plant Material Hauler  
Asphalt Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and similar type)  
Concrete Placer Operator  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer  
Derrickman (oilfield type)  
Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)  
  
Drilling Machine Operator (including water wells)  
Force Feed Loader

Hydraulic Casing Oscillator Operator – drilling depth of 45' maximum  
Hydrographic Seeder Machine Operator (straw, pulp or seed)  
Jackson Track Maintainer, or similar type  
Kalamazoo Switch Tamer, or similar type  
Machine Tool Operator  
Maginnis Internal Full Slab Vibrator  
Mechanical Berm, Curb or Gutter (concrete or asphalt)  
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)  
Micro Tunnel System Operator (below ground)  
Pavement Breaker Operator  
Railcar Mover  
Road Oil Mixing Machine Operator  
Roller Operator (asphalt or finish)  
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)

Self-Propelled Tar Pipelining Machine Operator  
Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds. struck)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete slabs)  
Tractor Operator - Bulldozer, Tamer-Scraper (single engine, up to 100 H.P. hydraulic and similar types, up to and including D-5 and similar types)  
Tugger Hoist Operator (1 drum)  
Ultra High Pressure Waterjet Cutting Tool System Operator  
Vacuum Blasting Machine Operator  
Volume Mixer Operator  
Welder – General

**GROUP 7 (for multi-shift rate, see page 9B)**

Welder – General (Multi-Shift)

**GROUP 8**

Asphalt or Concrete Tamping Operator (tamping or finishing)  
Asphalt Paving Machine Operator (rubber green or similar type, one (1) Screedman)  
Asphalt-Rubber Distributor Operator  
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar  
Backhoe Operator (over 3/4 yds. and up to and including 1 1/2 yds. M.R.C.)  
Barrier Rammer (BT) (up to 200 or similar types)  
Cast in Place Concrete Machine Operator  
Cold Foamed Asphalt Recycler  
Concrete Mixer and Compressor Operator (gunite work)  
Compactor Operator - Self-Propelled  
Concrete Mixer Operator - Paving  
Crushing Plant Operator  
Drill Doctor  
Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucket or similar types - Watson 1500, 200, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum)  
Elevator Operator  
Excavator Track/Rubber-Tired- with all attachments (Operating Weight 21,000 lbs - 100,000 lbs)  
Global Positioning System/GPS (or Technician)  
Grade Checker  
Grapple Operator  
Grouting Machine Operator  
Heavy Duty Repairman/Pump Installer  
Heavy Equipment Robotics Operator  
Hydraulic Casing Oscillator Operator – drilling depth of 60' maximum  
Hydraulic Operated Grout Plant (excludes hand loading)  
Kalamazoo Ballast Regulator or similar type  
Klemm Drill Operator or similar types  
Kolman Belt Loader and similar type  
Le Tourneau Blob Compactor or similar type  
Lo Drill  
Loader Operator (Athey, Euclid, Sierra and similar types)  
Master Environmental Maintenance Mechanic  
Mobark Chipper or similar types  
Ozzie Padder or similar types  
P.C. 490 Slot Saw  
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)  
Prentice 721E Hydro-Ax  
Pumperete Gun Operator  
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)  
Rotary Drill Operator (excluding caison type)  
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)  
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)  
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)  
Self-Propelled Curb and Gutter Machine Operator  
Shuttle Buggy  
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)  
Soil Remediation Plant Operator (CMI, Envirotech or Similar)  
Soil Stabilizer and Reclaimer (WR-2400)  
Somero SXP Laser Scribed  
Speed Swing Operator  
Surface Heaters and Planer Operator  
Tractor Compressor Drill Combination Operator



**DETERMINATION: SC-23-63-2-2020-2**

**GROUP 8 CONT.**

Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating - Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

**GROUP 9 (for multi-shift rate, see page 9B)**

Heavy Duty Repairman (Multi-Shift)

**GROUP 10**

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol - Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type - except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber - Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber - Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar - over 25 yds. and up to and including 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 1/2 yds.)

Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

**GROUP 11 (for multi-shift rate, see page 9B)**

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder – Certified (Multi-Shift)

**GROUP 12**

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. - 200,000 lbs.)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator - less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scoop Operator (paddle-wheel-auger type self-loading - (two (2) or more units)

**GROUP 13**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

**GROUP 14**

Cable Liner Operator

Chisel Trimmer Operator

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 300' maximum)

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 50 cu. yds. per hour)

**GROUP 15**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, euclid, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to and including 50 yds. struck)

**MISCELLANEOUS PROVISIONS:**

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
- A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published on pages 13 and 14 of the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

**GROUP 16**

Excavator Track/Rubber Tired- with all attachments (Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

**GROUP 17**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

**GROUP 18**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

**GROUP 19**

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar, and similar type with any and all attachments over 50 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

**GROUP 20**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 25 yds. and up to and including 50 yds. struck)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes super duty, auger 200 or similar types - drilling depth of 175' maximum)

**GROUP 21**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrappers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

**GROUP 22**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

**GROUP 23**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**GROUP 24**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**GROUP 25**

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

**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 (Special Shift)**

**DETERMINATION:** SC-23-63-2-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend beyond 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic<br>Hourly Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime        |                  |                     |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|-----------------|------------------|---------------------|
|                                    |                      |                       | Pension (e)       | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily<br>1 1/2X | Sunday (d)<br>2X | Day/<br>Night<br>2X |
|                                    |                      |                       |                   |                          |          |                   |                 |                      |                 |                  |                     |
| Classification Groups (b)          |                      |                       |                   |                          |          |                   |                 |                      |                 |                  |                     |
| Group 1                            | \$48.75              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$77.74              | \$102.115       | \$102.115        | \$126.49            |
| Group 2                            | \$49.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$78.52              | \$103.285       | \$103.285        | \$128.05            |
| Group 3                            | \$49.82              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$78.81              | \$103.720       | \$103.720        | \$128.63            |
| Group 4                            | \$51.31              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.30              | \$105.955       | \$105.955        | \$131.61            |
| Group 6                            | \$51.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.52              | \$106.285       | \$106.285        | \$132.05            |
| Group 8                            | \$51.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.63              | \$106.450       | \$106.450        | \$132.27            |
| Group 10                           | \$51.76              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.75              | \$106.630       | \$106.630        | \$132.51            |
| Group 12                           | \$51.93              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.92              | \$106.885       | \$106.885        | \$132.85            |
| Group 13                           | \$52.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.02              | \$107.035       | \$107.035        | \$133.05            |
| Group 14                           | \$52.06              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.05              | \$107.080       | \$107.080        | \$133.11            |
| Group 15                           | \$52.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.13              | \$107.200       | \$107.200        | \$133.27            |
| Group 16                           | \$52.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.25              | \$107.380       | \$107.380        | \$133.51            |
| Group 17                           | \$52.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.42              | \$107.635       | \$107.635        | \$133.85            |
| Group 18                           | \$52.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.52              | \$107.785       | \$107.785        | \$134.05            |
| Group 19                           | \$52.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.63              | \$107.950       | \$107.950        | \$134.27            |
| Group 20                           | \$52.76              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.75              | \$108.130       | \$108.130        | \$134.51            |
| Group 21                           | \$52.93              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.92              | \$108.385       | \$108.385        | \$134.85            |
| Group 22                           | \$53.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.02              | \$108.535       | \$108.535        | \$135.05            |
| Group 23                           | \$53.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.13              | \$108.700       | \$108.700        | \$135.27            |
| Group 24                           | \$53.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.25              | \$108.880       | \$108.880        | \$135.51            |
| Group 25                           | \$53.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.42              | \$109.135       | \$109.135        | \$135.85            |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see pages 8 and 9.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 4 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> Includes an amount for Annuity.

**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/DPreWageDetermination.htm>. 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 work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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 (Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend beyond 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic<br>Hourly Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime Hourly |           |          |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|-----------------|-----------|----------|
|                                    |                      |                       | Pension (f)       | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours (e)       | Total<br>Hourly Rate | 1 1/2X          | 1 1/2X    | 2X       |
| Classification Groups (b)          |                      |                       |                   |                          |          |                   |                 |                      |                 |           |          |
| Group 1                            | \$49.25              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$78.24              | \$102.865       | \$102.865 | \$127.49 |
| Group 2                            | \$50.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.02              | \$104.035       | \$104.035 | \$129.05 |
| Group 3                            | \$50.32              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.31              | \$104.470       | \$104.470 | \$129.63 |
| Group 4                            | \$51.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.80              | \$106.705       | \$106.705 | \$132.61 |
| Group 5                            | \$51.91              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.90              | \$106.855       | \$106.855 | \$132.81 |
| Group 6                            | \$52.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.03              | \$107.035       | \$107.035 | \$133.05 |
| Group 7                            | \$52.13              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.12              | \$107.185       | \$107.185 | \$133.25 |
| Group 8                            | \$52.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.13              | \$107.200       | \$107.200 | \$133.27 |
| Group 9                            | \$52.24              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.23              | \$107.350       | \$107.350 | \$133.47 |
| Group 10                           | \$52.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.25              | \$107.380       | \$107.380 | \$133.51 |
| Group 11                           | \$52.36              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.35              | \$107.530       | \$107.530 | \$133.71 |
| Group 12                           | \$52.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.42              | \$107.635       | \$107.635 | \$133.85 |
| Group 13                           | \$52.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.52              | \$107.785       | \$107.785 | \$134.05 |
| Group 14                           | \$52.56              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.55              | \$107.830       | \$107.830 | \$134.11 |
| Group 15                           | \$52.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.63              | \$107.950       | \$107.950 | \$134.27 |
| Group 16                           | \$52.76              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.75              | \$108.130       | \$108.130 | \$134.51 |
| Group 17                           | \$52.93              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.92              | \$108.385       | \$108.385 | \$134.85 |
| Group 18                           | \$53.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.02              | \$108.535       | \$108.535 | \$135.05 |
| Group 19                           | \$53.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.13              | \$108.700       | \$108.700 | \$135.27 |
| Group 20                           | \$53.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.25              | \$108.880       | \$108.880 | \$135.51 |
| Group 21                           | \$53.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.42              | \$109.135       | \$109.135 | \$135.85 |
| Group 22                           | \$53.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.52              | \$109.285       | \$109.285 | \$136.05 |
| Group 23                           | \$53.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.63              | \$109.450       | \$109.450 | \$136.27 |
| Group 24                           | \$53.75              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.75              | \$109.630       | \$109.630 | \$136.51 |
| Group 25                           | \$53.86              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.92              | \$109.885       | \$109.885 | \$136.85 |

# Indicates an apprentice rate. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see pages 8 and 9.

<sup>c</sup> Rate applies to the first 4 overtime hours; other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> The third shift shall be 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

<sup>f</sup> Includes an amount for locality.

**RECOGNIZED HOLIDAY:** 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/DPreWageDetermination.htm>. 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 workers 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/DPreWageDetermination.htm>. 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: # DREDGER (OPERATING ENGINEER)**

**DETERMINATION:** SC-63-12-23-2020-2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 31, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person)                                                                   | Employer Payments       |                          |                      |                                   |          |       | Straight-Time |                         | Overtime Hourly Rate         |                                 |              |               |
|------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|----------------------|-----------------------------------|----------|-------|---------------|-------------------------|------------------------------|---------------------------------|--------------|---------------|
|                                                                                                      | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>c</sup> | Vacation/<br>Holiday <sup>a</sup> | Training | Other | Hours         | Total<br>Hourly<br>Rate | Daily <sup>b</sup><br>1 1/2X | Saturday <sup>b</sup><br>1 1/2X | Sunday<br>2X | Holiday<br>3X |
| Chief Engineer, Deck Captain                                                                         | \$53.40                 | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 84.95                   | 111.65                       | 111.65                          | 138.35       | 191.75        |
| Leverman                                                                                             | 56.40                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 87.95                   | 116.15                       | 116.15                          | 144.35       | 200.75        |
| Watch Engineer, Deckmate                                                                             | 50.32                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 81.87                   | 107.03                       | 107.03                          | 132.19       | 182.51        |
| Winchman (Stern Winch on Dredge)                                                                     | 49.77                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 81.32                   | 106.205                      | 106.205                         | 131.09       | 180.86        |
| Fireman-Oiler, Leveehand, Deckhand<br>(can operate anchor scow under<br>direction of mate), Bargeman | 49.23                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 80.78                   | 105.395                      | 105.395                         | 130.01       | 179.24        |
| Dozer Operator                                                                                       | 50.43                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 81.98                   | 107.195                      | 107.195                         | 132.41       | 182.84        |
| Hydrographic Surveyor                                                                                | 51.86                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 83.41                   | 109.34                       | 109.34                          | 135.27       | 187.13        |
| Barge Mate                                                                                           | 49.84                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 81.39                   | 106.31                       | 106.31                          | 131.23       | 181.07        |
| Welder                                                                                               | 51.82                   | 11.85                    | 12.65                | 5.85                              | 1.05     | 0.15  | 8             | 83.37                   | 109.28                       | 109.28                          | 135.19       | 187.01        |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

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

<sup>b</sup> Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

<sup>c</sup> Includes an amount for retirement.

**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/DPreWageDetermination.htm>. 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 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/DPreWageDetermination.htm>. 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: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)**

**DETERMINATION:** SC-23-63-2-2020-2B

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic Hourly<br>Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |              |               |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|--------------|---------------|
|                                    |                      |                       | Pension (e )      | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily<br>(c )        | Saturday (d) | Sunday<br>(d) |
|                                    |                      |                       |                   |                          |          |                   |                 |                      |                      |              |               |
|                                    |                      |                       |                   |                          |          |                   |                 |                      | 1 1/2X               | 1 1/2X       | 2X            |
| Classification Groups (b)          |                      |                       |                   |                          |          |                   |                 |                      |                      |              |               |
| Group 1                            | \$49.60              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.59              | \$103.390            | \$103.390    | \$128.19      |
| Group 2                            | \$50.38              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.59              | \$104.560            | \$104.560    | \$129.75      |
| Group 3                            | \$50.67              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.66              | \$104.995            | \$104.995    | \$130.33      |
| Group 4                            | \$50.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.80              | \$105.205            | \$105.205    | \$130.61      |
| Group 5                            | \$51.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.02              | \$105.535            | \$105.535    | \$131.05      |
| Group 6                            | \$51.14              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.13              | \$105.700            | \$105.700    | \$131.27      |
| Group 7                            | \$51.26              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.25              | \$105.880            | \$105.880    | \$131.51      |
| Group 8                            | \$51.43              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.42              | \$106.135            | \$106.135    | \$131.85      |
| Group 9                            | \$51.60              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.59              | \$106.390            | \$106.390    | \$132.19      |
| Group 10                           | \$52.60              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.59              | \$107.890            | \$107.890    | \$134.19      |
| Group 11                           | \$53.60              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.59              | \$109.390            | \$109.390    | \$136.19      |
| Group 12                           | \$54.60              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$83.59              | \$110.890            | \$110.890    | \$138.19      |
| Group 13                           | \$55.60              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$84.59              | \$112.390            | \$112.390    | \$140.19      |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> Includes an amount for Annuity.

**NOTE:** For Special Shift and Multi-Shift, see pages 10A-1 and 10A-2.

**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/DPreWageDetermination.htm>. 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 extend 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/DPreWageDetermination.htm>. 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.

**Determination: SC-23-63-2-2020-2B; SC-23-63-2-2020-2B1; SC-23-63-2-2020-2B2**

**CLASSIFICATIONS:**

**GROUP 1**

Engineer Oiler

**GROUP 2**

Truck Crane Oiler

**GROUP 3**

A-Frame or Winch Truck Operator

Ross Carrier Operator (Jobsite)

**GROUP 4**

Bridge-Type Unloader and Turntable Operator

Helicopter Hoist Operator

Snobble Unit (pin-n-go or similar type)

**GROUP 5**

Hydraulic Boom Truck/Knuckleboom

Stinger Crane (Austin-Western or similar type)

Tugger Hoist Operator (1 drum)

**GROUP 6**

Bridge Crane Operator

Cretor Crane Operator

Hoist Operator (Chicago Boom and similar type)

Lift Mobile Operator

Lift Slab Machine Operator (Vagtborg and similar types)

Material Hoist and/or Manlift Operator

Polar Gantry Crane Operator

Prentice Self-Loader

Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over 3/4 yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

**GROUP 7**

Pedestal Crane Operator

Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)

Tower Crane Repairman

Tugger Hoist Operator (3 drum)

**GROUP 8**

Crane Operator (up to and including 25 ton capacity)

Crawler Transporter Operator

Derrick Barge Operator (up to and including 25 ton capacity)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)

Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

**MISCELLANEOUS PROVISIONS**

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the base hourly rate of pay.

**GROUP 9**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)

Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity (over 10 tons).

**GROUP 10**

ABI/Fundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu yds.)

**GROUP 11**

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator (over 100 tons)

**GROUP 12**

Crane Operator (over 200 tons, up to and including 300 tons M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 tons M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

**GROUP 13**

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

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: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Special Shift)**

**DETERMINATION:** SC-23-63-2-2020-2B1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed after the expiration 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic Hourly<br>Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |              |          |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|--------------|----------|
|                                    |                      |                       | Pension (e)       | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily                | Saturday (d) | Sunday   |
|                                    |                      |                       |                   |                          |          |                   |                 |                      | (c)                  | (d)          | (e)      |
| Classification Groups (b)          |                      |                       |                   |                          |          |                   |                 |                      |                      |              |          |
| Group 1                            | \$50.10              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.09              | \$107.140            | \$104.140    | \$129.19 |
| Group 2                            | \$50.88              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.87              | \$105.310            | \$105.310    | \$130.75 |
| Group 3                            | \$51.17              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.16              | \$105.745            | \$105.745    | \$131.33 |
| Group 4                            | \$51.31              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.30              | \$105.955            | \$105.955    | \$131.61 |
| Group 5                            | \$51.53              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.52              | \$106.285            | \$106.285    | \$132.05 |
| Group 6                            | \$51.64              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.63              | \$106.450            | \$106.450    | \$132.27 |
| Group 7                            | \$51.76              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.75              | \$106.630            | \$106.630    | \$132.51 |
| Group 8                            | \$51.93              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.92              | \$106.885            | \$106.885    | \$132.85 |
| Group 9                            | \$52.10              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.09              | \$107.140            | \$107.140    | \$133.19 |
| Group 10                           | \$53.10              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.09              | \$108.640            | \$108.640    | \$135.19 |
| Group 11                           | \$54.10              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$83.09              | \$110.140            | \$110.140    | \$137.19 |
| Group 12                           | \$55.10              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$84.09              | \$111.640            | \$111.640    | \$139.19 |
| Group 13                           | \$56.10              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$85.09              | \$113.140            | \$113.140    | \$141.19 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> Includes an amount for Annuity.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2020-2B2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed after 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journeyperson) | Basic Hourly<br>Rate | Employer Payments     |             |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |              |          |
|-----------------------------------|----------------------|-----------------------|-------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|--------------|----------|
|                                   |                      | Health and<br>Welfare | Pension (f) | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours (e)       | Total<br>Hourly Rate | Daily                | Saturday (e) | Sunday   |
|                                   |                      |                       |             |                          |          |                   |                 |                      | (c )<br>2X           | 2X           | 2X       |
| Classification Groups (b)         |                      |                       |             |                          |          |                   |                 |                      |                      |              |          |
| Group 1                           | \$50.60              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$92.59              | \$185.18             | \$104.89     | \$130.19 |
| Group 2                           | \$51.38              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$93.37              | \$186.06             | \$106.06     | \$131.75 |
| Group 3                           | \$51.67              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$93.66              | \$186.495            | \$106.495    | \$132.33 |
| Group 4                           | \$51.81              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$93.80              | \$186.705            | \$106.705    | \$132.61 |
| Group 5                           | \$52.03              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$94.02              | \$187.03             | \$107.035    | \$133.05 |
| Group 6                           | \$52.14              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$94.13              | \$187.200            | \$107.200    | \$133.27 |
| Group 7                           | \$52.26              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$94.25              | \$187.380            | \$107.380    | \$133.51 |
| Group 8                           | \$52.43              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$94.42              | \$187.635            | \$107.635    | \$133.85 |
| Group 9                           | \$52.60              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$94.59              | \$187.890            | \$107.890    | \$134.19 |
| Group 10                          | \$53.60              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$95.59              | \$189.390            | \$109.390    | \$136.19 |
| Group 11                          | \$54.60              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$96.59              | \$190.890            | \$110.890    | \$138.19 |
| Group 12                          | \$55.60              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$97.59              | \$192.390            | \$112.390    | \$140.19 |
| Group 13                          | \$56.60              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$98.59              | \$193.890            | \$113.890    | \$142.19 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> For classifications within each group, see page 10B.

<sup>c</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>d</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>e</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

<sup>f</sup> Includes an amount for Annuity.

**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 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 agreement, 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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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  
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FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: # LANDSCAPE OPERATING ENGINEER**

**DETERMINATION:** SC-63-12-33-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** October 31, 2020\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Francisco, Santa Clara, Santa Cruz, Stanislaus, and Ventura Counties.

| CLASSIFICATION<br>(JOURNEYPERSON) | Employer Payments       |                          |                                         |                      |          |       | Straight Time |      | Overtime Hourly Rate            |                     |                      |
|-----------------------------------|-------------------------|--------------------------|-----------------------------------------|----------------------|----------|-------|---------------|------|---------------------------------|---------------------|----------------------|
|                                   | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Vacation<br>and<br>Pension <sup>d</sup> | Holiday <sup>a</sup> | Training | Other | Hours         | Rate | Daily/<br>Saturday <sup>b</sup> | Sunday <sup>c</sup> | Holiday <sup>c</sup> |
|                                   |                         |                          |                                         |                      |          |       |               |      | 1½X                             | 2X                  | 3X                   |

Landscape Operating Engineer

Backhoe Operators

Forklifts-Tree Planting Equipment (jobsite)

HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment

Roller Operators

Rubber-tired & Track Earthmoving Equipment

Skiploader Operators

|                               |         |         |         |        |        |        |     |         |         |          |          |
|-------------------------------|---------|---------|---------|--------|--------|--------|-----|---------|---------|----------|----------|
| Trencher-31 horsepower and up | \$40.16 | \$11.16 | \$11.16 | \$3.55 | \$2.05 | \$0.15 | 8.0 | \$67.66 | \$87.74 | \$107.82 | \$147.98 |
|-------------------------------|---------|---------|---------|--------|--------|--------|-----|---------|---------|----------|----------|

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.htm>.

<sup>a</sup> Includes an amount per hour worked for supplemental rates.

<sup>b</sup> Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

<sup>c</sup> All work performed on a Dewatering Operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

<sup>d</sup> Includes an amount for the Defined Contribution Plan (Annuity).

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: #Tunnel (Operating Engineer)**

**DETERMINATION:** SC-23-63-2-2020-2C

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic<br>Hourly Rate | Employer Payments     |             |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |                |                    |
|------------------------------------|----------------------|-----------------------|-------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|----------------|--------------------|
|                                    |                      | Health and<br>Welfare | Pension (d) | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily                | Saturday       | Sunday/<br>Holiday |
|                                    |                      |                       |             |                          |          |                   |                 |                      | (b)                  | (c)            |                    |
| Classification Groups              |                      |                       |             |                          |          |                   |                 |                      |                      |                |                    |
| Group 1                            | \$50.10              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.09              | 1 1/2X<br>\$104.14   | 2X<br>\$129.19 |                    |
| Group 2                            | \$50.88              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.87              | \$105.31             | \$130.75       |                    |
| Group 3                            | \$51.17              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.65              | \$105.74             | \$131.33       |                    |
| Group 4                            | \$51.31              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.79              | \$105.95             | \$131.61       |                    |
| Group 5                            | \$51.53              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.52              | \$106.05             | \$132.05       |                    |
| Group 6                            | \$51.64              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.63              | \$106.450            | \$132.27       |                    |
| Group 7                            | \$51.76              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$80.75              | \$106.630            | \$132.51       |                    |
| Group 8                            | \$53.11              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.10              | \$108.80             | \$135.21       |                    |
| Group 9                            | \$52.06              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.05              | \$107.080            | \$133.11       |                    |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Heavy 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/DPreWageDetermination.htm>. 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 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/DPreWageDetermination.htm>. 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.

**CLASSIFICATIONS:**

**GROUP 1**

Heavy Duty Repairman Helper

**GROUP 2**

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

**GROUP 3**

Chainman

Power-Driven Jumper Form Setter Operator

**GROUP 4**

Donkey Locomotive or Motorman (up to and including 10 tons)

Rodman

**GROUP 5**

Bit Setter

Equipment Greaser (Grease Truck)

Instrumentman

Form Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder-General

**GROUP 6**

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd rubber tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (Tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

**GROUP 7**

Heavy Duty Repairman-Welder Combination

**GROUP 8**

Party Chief

**GROUP 9**

Tunnel Mole Boring Machine Operator

**MISCELLANEOUS PROVISIONS:**

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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: #Tunnel (Operating Engineer) (Multi-Shift)**

**DETERMINATION:** SC-23-63-2-2020-2C1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic<br>Hourly Rate | Employer Payments     |             |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |                |               |
|------------------------------------|----------------------|-----------------------|-------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|----------------|---------------|
|                                    |                      | Health and<br>Welfare | Pension (d) | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily                | Saturday       | Sunday/       |
|                                    |                      |                       |             |                          |          |                   |                 |                      | (b)<br>1 1/2X        | (c )<br>1 1/2X | Holiday<br>2X |
| Classification Groups              |                      |                       |             |                          |          |                   |                 |                      |                      |                |               |
| Group 1                            | \$50.10              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$79.09              | \$104.140            | \$104.140      | \$129.570     |
| Group 2                            | \$50.88              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$79.87              | \$105.315            | \$105.315      | \$130.755     |
| Group 3                            | \$51.17              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$80.16              | \$105.74             | \$105.745      | \$131.33      |
| Group 4                            | \$51.31              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$80.39              | \$105.95             | \$105.955      | \$131.61      |
| Group 5                            | \$51.53              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$80.75              | \$106.20             | \$106.205      | \$132.05      |
| Group 6                            | \$51.64              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$80.63              | \$106.30             | \$106.305      | \$132.27      |
| Group 7                            | \$51.76              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$80.75              | \$106.630            | \$106.630      | \$132.51      |
| Group 8                            | \$53.11              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$82.10              | \$107.555            | \$107.555      | \$135.21      |
| Group 9                            | \$52.06              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 7.5             | \$81.05              | \$107.080            | \$107.080      | \$133.11      |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

**CLASSIFICATIONS:**

**GROUP 1**

Heavy Duty Repairman Helper

**GROUP 2**

Skiploader (wheel type up to 3/4 yd. bucket attachment)

**GROUP 3**

Chainman

Power-Driven Jumbo Boring Machine Operator

**GROUP 4**

Dinky Locomotive or Motorman (up to and including 10 tons)

Rodman

**GROUP 5**

Boring Machine Operator

Equipment Greaser (Overhead Crane)

Instrument

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Page (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder-General

**GROUP 6**

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd rubber tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (Tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

**GROUP 7**

Heavy Duty Repairman-Welder Combination

**GROUP 8**

Party Chief

**GROUP 9**

Tunnel Mole Boring Machine Operator

**MISCELLANEOUS PROVISIONS:**

- Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER**

**DETERMINATION:** SC-23-63-2-2020-2D

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed on and 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic Hourly<br>Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |                 |                    |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|-----------------|--------------------|
|                                    |                      |                       | Pension (d)       | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily<br>(b)         | Saturday<br>(c) | Sunday/<br>Holiday |
|                                    |                      |                       |                   |                          |          |                   |                 |                      | 1 1/2X               | 1 1/2X          | 2X                 |
| Classification Groups              |                      |                       |                   |                          |          |                   |                 |                      |                      |                 |                    |
| Group 1                            | \$49.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$77.00              | \$102.535            | \$102.535       | \$127.05           |
| Group 2                            | \$50.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$79.80              | \$105.205            | \$105.205       | \$130.61           |
| Group 3                            | \$52.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$81.80              | \$108.205            | \$108.205       | \$134.61           |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for a holiday worker will 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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

**CLASSIFICATIONS:**

**GROUP I**

Field Soils and Materials Tester  
Field Asphaltic Concrete (Soils and Materials Tester)  
Field Earthwork (Grading Excavation and Filling)  
Roof Inspector  
Water Proofer

**GROUP II**

AWS-CWI Welding Inspector  
Building / Construction Inspector  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete  
Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Concrete batch Plant  
Spray-Applied Fireproofing  
Structural masonry

**Group III**

Nondestructive Testing (NDT)

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: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SPECIAL SHIFT)**

**DETERMINATION:** SC-23-63-2-2020-2D1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed after 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic Hourly<br>Rate | Employer Payments     |             |                          |          |                   | Straight – Time |                      | Overtime – Daily Rate |                       |                     |
|------------------------------------|----------------------|-----------------------|-------------|--------------------------|----------|-------------------|-----------------|----------------------|-----------------------|-----------------------|---------------------|
|                                    |                      | Health and<br>Welfare | Pension (d) | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours           | Total<br>Hourly Rate | Daily<br>(b)<br>2X    | Saturday<br>(c)<br>2X | Sunday<br>(d)<br>2X |
| Classification Groups              |                      |                       |             |                          |          |                   |                 |                      |                       |                       |                     |
| Group 1                            | \$49.53              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$85.52              | \$171.05              | \$103.28              | \$128.05            |
| Group 2                            | \$51.31              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$87.30              | \$174.60              | \$105.95              | \$131.61            |
| Group 3                            | \$53.31              | \$11.85               | \$12.15     | \$3.55                   | \$1.05   | \$0.39            | 8               | \$89.30              | \$178.60              | \$108.95              | \$135.61            |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAAppWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed, which shall be filed 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 @ <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

**CLASSIFICATIONS:**

**GROUP I**

Field Soils and Materials Tester  
Field Asphaltic Concrete (Soils and Materials Tester)  
Field Earthwork (Grading Excavation and Filling)  
Roof Inspector  
Water Proofer

**GROUP II**

AWS/MI Welding Inspector  
Building Construction Inspector  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete  
Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Concrete batch Plant  
Spray-Applied Fireproofing  
Structural masonry

**Group III**

Nondestructive Testing (NDT)

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: #BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (MULTI-SHIFT)**

**DETERMINATION:** SC-23-63-2-2020-2D2

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will be performed on and 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Basic Hourly<br>Rate | Health and<br>Welfare | Employer Payments |                          |          |                   | Straight – Time |                      | Overtime Hourly Rate |                 |                    |
|------------------------------------|----------------------|-----------------------|-------------------|--------------------------|----------|-------------------|-----------------|----------------------|----------------------|-----------------|--------------------|
|                                    |                      |                       | Pension (e)       | Vacation/<br>Holiday (a) | Training | Other<br>Payments | Hours (d)       | Total<br>Hourly Rate | Daily<br>(b)         | Saturday<br>(c) | Sunday/<br>Holiday |
|                                    |                      |                       |                   |                          |          |                   |                 |                      | 2X                   | 1.5X            | 2X                 |
| Classification Groups              |                      |                       |                   |                          |          |                   |                 |                      |                      |                 |                    |
| Group 1                            | \$50.03              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.02              | \$104.035            | \$104.035       | \$129.05           |
| Group 2                            | \$51.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.86              | \$106.705            | \$106.705       | \$132.61           |
| Group 3                            | \$53.81              | \$11.85               | \$12.15           | \$3.55                   | \$1.05   | \$0.39            | 8               | \$82.86              | \$109.705            | \$109.705       | \$136.61           |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWApprenticeWageStart.asp>.

<sup>a</sup> Includes an amount withheld for supplemental dues.

<sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the Sunday rate, Monday through Friday.

<sup>e</sup> Includes an amount for Annuity.

**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 @ <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

**CLASSIFICATIONS:**

**GROUP I**

Field Soils and Materials Tester  
Field Asphaltic Concrete (Soils and Materials Tester)  
Field Earthwork (Grading Excavation and Filling)  
Roof Inspector  
Water Proofer

**GROUP II**

AWS-CWI Welding Inspector  
Building / Construction Inspector  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete  
Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Concrete batch Plant  
Spray-Applied Fireproofing  
Structural masonry

**Group III**

Nondestructive Testing (NDT)

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: LANDFILL WORKER (OPERATING ENGINEER)**

**DETERMINATION:** SC-63-12-41-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** March 31, 2020\* 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 10 days from the expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

| CLASSIFICATION<br>(Journey person)                                                                          | Employer Payments       |                                       |         |                      |          |                                | Straight-Time |                         | Overtime Hourly Rate |                                 |                          |
|-------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------|---------|----------------------|----------|--------------------------------|---------------|-------------------------|----------------------|---------------------------------|--------------------------|
|                                                                                                             | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare <sup>a</sup> | Pension | Vacation/<br>Holiday | Training | Other<br>Payments <sup>b</sup> | Hours         | Total<br>Hourly<br>Rate | Daily<br>1/2X        | Saturday <sup>c</sup><br>1 1/2X | Sunday/<br>Holiday<br>2X |
| Mechanic                                                                                                    | \$22.15                 | \$4.21                                | \$1.05  | \$1.78               | \$0.06   | \$3.51                         | 8             | \$33.05                 | \$44.125             | \$44.125                        | \$55.20                  |
| Lead Equipment<br>Operator                                                                                  | 20.15                   | 4.12                                  | .95     | 1.61                 | .06      | 3.44                           | 8             | 30.33                   | 40.405               | 40.405                          | 50.48                    |
| Lead Truck Driver/<br>Equipment Operator                                                                    | 19.15                   | 4.07                                  | .90     | 1.52                 | .06      | 3.22                           | 8             | 28.96                   | 38.535               | 38.535                          | 48.11                    |
| Truck Driver -<br>End Dump/Walking<br>Floor/Low Bed                                                         | 18.15                   | 4.02                                  | .85     | 1.44                 | .06      | 3.08                           | 8             | 27.60                   | 36.675               | 36.675                          | 45.75                    |
| Truck Driver -<br>Roll Off/Transfer<br>Station Loader<br>Operator/Maintenance/<br>Fueler/Mechanic<br>Helper | 17.15                   | 3.98                                  | .80     | 1.35                 | .06      | 2.90                           | 8             | 26.24                   | 34.815               | 34.815                          | 43.39                    |
| Scale House<br>Load Checker/Water<br>Truck Driver/Parts<br>Runner                                           | 16.15                   | 3.93                                  | .75     | 1.27                 | .06      | 2.72                           | 8             | 24.88                   | 32.955               | 32.955                          | 41.03                    |
| Laborer                                                                                                     | 13.00                   | 3.70                                  | .50     | .85                  | .06      | 1.81                           | 8             | 19.92                   | 26.42                | 26.42                           | 32.92                    |
|                                                                                                             | 13.00                   | 3.61                                  | .40     | .68                  | .06      | 1.45                           | 8             | 19.20                   | 25.70                | 25.70                           | 32.20                    |

<sup>a</sup> Includes an amount for Sick Leave.

<sup>b</sup> Amount for employee stock ownership plan.

<sup>c</sup> Rate applies to the sixth consecutive day of work.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained from 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: LIGHT FIXTURE MAINTENANCE**

**DETERMINATION:** SC-830-61-1-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** April 1, 2020\* 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 **Riverside** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

| CLASSIFICATION                      | Employer Payments |                    |         |                      |          | Straight-Time |                   | Overtime     |                          | Hourly Rate |
|-------------------------------------|-------------------|--------------------|---------|----------------------|----------|---------------|-------------------|--------------|--------------------------|-------------|
|                                     | Basic Hourly Rate | Health and Welfare | Pension | Vacation and Holiday | Training | Hours         | Total Hourly Rate | Daily 1 1/2X | Saturday & Sunday 1 1/2X |             |
| Lighting Maintenance Service Person | \$13.00           | .29                | ----    | .34                  | ----     |               | 13.63             | 20.13        | 20.13                    | 26.63       |

**DETERMINATION:** SC-830-61-2-2000-1

**ISSUE DATE:** February 22, 2000

**EXPIRATION DATE OF DETERMINATION:** April 1, 2000\* 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 **San Bernardino** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

| CLASSIFICATION                      | Employer Payments |                    |         |                      |          | Straight-Time |                   | Overtime     |                       | Hourly Rate |
|-------------------------------------|-------------------|--------------------|---------|----------------------|----------|---------------|-------------------|--------------|-----------------------|-------------|
|                                     | Basic Hourly Rate | Health and Welfare | Pension | Vacation and Holiday | Training | Hours         | Total Hourly Rate | Daily 1 1/2X | Sunday Holiday 1 1/2X |             |
| Lighting Maintenance Service Person | \$13.50           | 2.43               | .39     | ----                 | .50      | 8             | 16.88             | 23.66        | 23.66                 |             |

**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/DPreWageDetermination.htm>. 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.



FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING**

**DETERMINATION:** SC-3-5-4-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(JOURNEYPERSON)                                    | Basic<br>Hourly<br>Rate <sup>a</sup> | Employer Payments        |         |                      |                  | Straight-Time |                         | Overtime Hourly Rate             |                                |                                             |
|----------------------------------------------------------------------|--------------------------------------|--------------------------|---------|----------------------|------------------|---------------|-------------------------|----------------------------------|--------------------------------|---------------------------------------------|
|                                                                      |                                      | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Other<br>Payment | Hours         | Total<br>Hourly<br>Rate | Daily<br>and<br>Saturday<br>1/2X | Sunday<br>and<br>Holiday<br>2X | Sunday<br>and<br>Holiday<br>3X <sup>e</sup> |
| <b><u>ASBESTOS WORKER</u></b>                                        |                                      |                          |         |                      |                  |               |                         |                                  |                                |                                             |
| Fire Safety Technician - Class I <sup>c</sup><br>(0-2000 hrs)        | \$18.49                              | \$9.66 <sup>b</sup>      | -       | \$0.90               | \$0.05           | 8             | \$29.10                 | \$38.345 <sup>f</sup>            | \$47.59                        | \$66.08                                     |
| Fire Safety Technician - Class II <sup>c</sup><br>(2001-4000 hrs)    | \$23.79                              | \$9.66 <sup>b</sup>      | -       | \$1.26               | \$0.05           | 8             | \$34.76                 | \$46.65 <sup>f</sup>             | \$58.55                        | \$82.34                                     |
| Fire Safety Technician - Class III <sup>c</sup><br>(4001-6000 hrs)   | \$25.83                              | \$9.66 <sup>b</sup>      | \$8.12  | \$1.33               | \$0.05           | 8             | \$44.99                 | \$57.905 <sup>d</sup>            | \$70.82                        | \$96.65                                     |
| Fire Safety Technician - Class IV <sup>c</sup><br>(6001 or more hrs) | \$29.97                              | \$9.66 <sup>b</sup>      | \$8.12  | \$1.53               | \$0.05           | 8             | \$49.33                 | \$64.315 <sup>d</sup>            | \$79.30                        | \$109.27                                    |

**DETERMINATION:** SC-204-X-18-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(JOURNEYPERSON)                                    | Basic<br>Hourly<br>Rate <sup>a</sup> | Employer Payments        |         |                                   |          |                  | Straight-Time |                         | Overtime Hourly Rate               |                                |                                |
|----------------------------------------------------------------------|--------------------------------------|--------------------------|---------|-----------------------------------|----------|------------------|---------------|-------------------------|------------------------------------|--------------------------------|--------------------------------|
|                                                                      |                                      | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>g</sup> | Training | Other<br>Payment | Hours         | Total<br>Hourly<br>Rate | Daily<br>and<br>Saturday<br>1 1/2X | Sunday<br>and<br>Holiday<br>2X | Sunday<br>and<br>Holiday<br>3X |
|                                                                      |                                      |                          |         |                                   |          |                  |               |                         |                                    |                                |                                |
| <b><u>PLUMBER</u></b>                                                |                                      |                          |         |                                   |          |                  |               |                         |                                    |                                |                                |
| Fire Safety Technician - Class I <sup>c</sup><br>(0 -2000 hrs)       | \$9.67                               | \$8.10                   | -       | -                                 | \$0.10   | \$1.25           | 8             | \$29.12                 | \$38.955 <sup>f</sup>              | \$48.790                       | \$68.460                       |
| Fire Safety Technician - Class II <sup>c</sup><br>(2001-4000 hrs)    | \$25.83                              | \$8.10                   | -       | -                                 | \$0.10   | \$1.25           | 8             | \$34.77                 | \$47.430 <sup>f</sup>              | \$59.480                       | \$83.580                       |
| Fire Safety Technician - Class III <sup>c</sup><br>(4001-6000 hrs)   | \$28.26                              | \$8.10                   | \$6.77  | -                                 | \$0.10   | \$1.25           | 8             | \$44.48                 | \$58.610 <sup>f</sup>              | \$71.880                       | \$98.420                       |
| Fire Safety Technician - Class IV <sup>c</sup><br>(6001 or more hrs) | \$32.59                              | \$8.10                   | \$6.77  | -                                 | \$0.10   | \$1.25           | 8             | \$48.81                 | \$65.105 <sup>f</sup>              | \$80.040                       | \$109.910                      |

<sup>a</sup> Includes an amount per hour worked for Administrative Dues.

<sup>b</sup> Includes an amount for Occupational Health and Research.

<sup>c</sup> The minimum on job site shall be Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

<sup>d</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>e</sup> No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

<sup>f</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>g</sup> Vacation and Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: FIRE SAFETY AND MISCELLANEOUS SEALING (SHIFT)**

**DETERMINATION:** SC-3-5-4-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(JOURNEYPERSON)                                    | Basic<br>Hourly<br>Rate <sup>a</sup> | Employer Payments        |         |                      |                  | Straight-Time |                         | Overtime Hourly Rate             |                                |                                             |
|----------------------------------------------------------------------|--------------------------------------|--------------------------|---------|----------------------|------------------|---------------|-------------------------|----------------------------------|--------------------------------|---------------------------------------------|
|                                                                      |                                      | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Other<br>Payment | Hours         | Total<br>Hourly<br>Rate | Daily<br>and<br>Saturday<br>1/2X | Sunday<br>and<br>Holiday<br>2X | Sunday<br>and<br>Holiday<br>3X <sup>g</sup> |
| <b><u>ASBESTOS WORKER</u></b>                                        |                                      |                          |         |                      |                  |               |                         |                                  |                                |                                             |
| Fire Safety Technician - Class I <sup>c</sup><br>(0-2000 hrs)        | \$18.49                              | \$9.66 <sup>b</sup>      | -       | \$0.90               | \$0.05           | d             | \$29.10                 | \$38.34 <sup>e</sup>             | \$47.59                        | \$66.08                                     |
| Fire Safety Technician - Class II <sup>c</sup><br>(2001-4000 hrs)    | \$23.79                              | \$9.66 <sup>b</sup>      | -       | \$1.26               | \$0.05           | d             | \$34.71                 | \$46.65 <sup>e</sup>             | \$58.55                        | \$82.34                                     |
| Fire Safety Technician - Class III <sup>c</sup><br>(4001-6000 hrs)   | \$25.83                              | \$9.66 <sup>b</sup>      | \$8.12  | \$1.33               | \$0.05           | d             | \$44.99                 | \$59.90 <sup>e</sup>             | \$70.82                        | \$96.65                                     |
| Fire Safety Technician - Class IV <sup>c</sup><br>(6001 or more hrs) | \$29.97                              | \$9.66 <sup>b</sup>      | \$8.12  | \$1.53               | \$0.05           | d             | \$49.33                 | \$64.31 <sup>e</sup>             | \$79.30                        | \$109.27                                    |

**DETERMINATION:** SC-204-X-18-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** August 31, 2021\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| CLASSIFICATION<br>(JOURNEYPERSON)                                    | Basic<br>Hourly<br>Rate <sup>a</sup> | Employer Payments        |         |                                   |                              |        | Straight-Time           |                              | Overtime Hourly Rate     |                          |           |
|----------------------------------------------------------------------|--------------------------------------|--------------------------|---------|-----------------------------------|------------------------------|--------|-------------------------|------------------------------|--------------------------|--------------------------|-----------|
|                                                                      |                                      | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>b</sup> | Training<br>Other<br>Payment | Hours  | Total<br>Hourly<br>Rate | Daily/<br>Saturday<br>1 1/2X | Sunday/<br>Holiday<br>2X | Sunday/<br>Holiday<br>3X |           |
| <b><u>PLUMBER</u></b>                                                |                                      |                          |         |                                   |                              |        |                         |                              |                          |                          |           |
| Fire Safety Technician - Class I <sup>c</sup><br>(0 -2000 hrs)       | \$20.65                              | \$8.10                   | -       | -                                 | \$0.10                       | \$1.25 | 8                       | \$30.10                      | \$40.425 <sup>f</sup>    | \$50.750                 | \$71.400  |
| Fire Safety Technician - Class II <sup>c</sup><br>(2001-4000 hrs)    | \$22.53                              | \$8.10                   | -       | -                                 | \$0.10                       | \$1.25 | 8                       | \$35.98                      | \$49.245 <sup>f</sup>    | \$61.900                 | \$87.210  |
| Fire Safety Technician - Class III <sup>c</sup><br>(4001-6000 hrs)   | \$23.59                              | \$8.10                   | \$6.77  | -                                 | \$0.10                       | \$1.25 | 8                       | \$45.81                      | \$60.605 <sup>f</sup>    | \$74.540                 | \$102.410 |
| Fire Safety Technician - Class IV <sup>c</sup><br>(6001 or more hrs) | \$34.00                              | \$8.10                   | \$6.77  | -                                 | \$0.10                       | \$1.25 | 8                       | \$50.30                      | \$67.340 <sup>f</sup>    | \$83.020                 | \$114.380 |

<sup>a</sup> Includes an amount for Administrative Dues.

<sup>b</sup> Includes an amount for Occupational Health and Research.

<sup>c</sup> The 1st man on a job site shall be Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

<sup>d</sup> When 2 or 3 shifts are employed, the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

<sup>e</sup> Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>f</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>g</sup> No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

<sup>h</sup> Vacation/Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

**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 those 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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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:** SC-23-102-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

| Classification <sup>a</sup><br>(Journey person) | Employer Payments       |                          |         |                                          |          |                  | Straight-Time |                         | Overtime Hourly Rates        |                                  |                          |
|-------------------------------------------------|-------------------------|--------------------------|---------|------------------------------------------|----------|------------------|---------------|-------------------------|------------------------------|----------------------------------|--------------------------|
|                                                 | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>and<br>Holiday <sup>d</sup> | Training | Other<br>Payment | Hours         | Total<br>Hourly<br>Rate | Daily <sup>b</sup><br>1 1/2X | Saturday <sup>bc</sup><br>1 1/2X | Sunday<br>and<br>Holiday |
| CLASSIFICATION GROUPS                           |                         |                          |         |                                          |          |                  |               |                         |                              |                                  |                          |
| Group 1                                         | \$36.39                 | 8.00                     | 9.31    | 4.87                                     | 0.70     | 0.61             | 8             | 59.88                   | 78.075                       | 78.075                           | 96.27                    |
| Group 2                                         | 36.94                   | 8.00                     | 9.31    | 4.87                                     | 0.70     | 0.61             | 8             | 60.43                   | 78.900                       | 78.900                           | 97.37                    |
| Group 3                                         | 37.49                   | 8.00                     | 9.31    | 4.87                                     | 0.70     | 0.61             | 8             | 60.98                   | 79.725                       | 79.725                           | 98.47                    |
| Group 4                                         | 39.04                   | 8.00                     | 9.31    | 4.87                                     | 0.70     | 0.61             | 8             | 62.53                   | 82.050                       | 82.050                           | 101.57                   |
| Group 5                                         | 39.39                   | 8.00                     | 9.31    | 4.87                                     | 0.70     | 0.61             | 8             | 62.88                   | 82.575                       | 82.575                           | 102.27                   |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> For classification within each group, see page 14.

<sup>b</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

<sup>d</sup> Includes an amount per hour worked for supplemental dues

**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/DPreWageDetermination.htm>. 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 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/DPreWageDetermination.htm>. 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.

CLASSIFICATION GROUPS

**GROUP 1**

Boring Machine Helper (Outside)  
Certified Confined Space Laborer  
Cleaning and Handling of Panel Forms  
Concrete Screeding for Rough Strike-Off  
Concrete, Water Curing  
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only  
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers  
Flagman  
Gas, Oil and/or Water Pipeline Laborer  
Laborer, Asphalt-Rubber Material Loader  
Laborer, General or Construction  
Laborer, General Cleanup  
Laborer, Jetting  
Laborer, Temporary Water and Air Lines  
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching  
Post Hole Digger (Manual)  
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers  
Rigging and Signaling  
Scaler  
Slip Form Raisers  
Tarman and Mortar Man  
Tool Crib or Tool House Laborer  
Traffic Control by any method  
Water Well Driller Helper  
Window Cleaner  
Wire Mesh Pulling - All Concrete Pouring Operations

**GROUP 2**

Asphalt Shoveler  
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
Cesspool Digger and Installer  
Chucktender  
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks  
Concrete Curer-Immersive Machine and Form Operator  
Cutting Torch Operator (Demolition)  
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
Guinea Cutter  
Headerboard Man-Asphalt  
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
Laborer, Packing Rod Steel and Pans  
Membrane Vapor Barrier Installer  
Power Beam Sweepers (small)  
Riprap, Stonepaver, placing stone or wet sacked concrete  
Roto Scraper and Tiller  
Sandblaster (Pot Tender)  
Septic Tank Digger and Installer (leadman)

**GROUP 2 (continued)**

Tank Scaler and Cleaner  
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type  
Brush Shredders  
Underground Laborer, including Caisson Bellow

**GROUP 3**

Asphalt Installation of all fabrics  
Buggymobile Man  
Compactor (all types including Tampers, Barko, Wacker)  
Concrete Cutting Torch  
Concrete Pile Cutter  
Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
Dri Pak-it Machine  
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
Impact Wrench, Multi-Plate  
Kettlemen, Potmen and Men applying asphalt, lay-kol, creosote, lime caustic and similar type materials  
Laborer, Fence  
Material Handler (Wall Slabs, Floors and Decks)  
Operator of Pneumatic Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Alongs, and similar mechanical tools not separately listed herein; operation of remote controlled robotic tools in connection with Laborers work  
Pipelayer, Backup, coating, grouting, making of joints, sealing, caulking, diaphering and including rubber gasket joints, pointing and any and all other services  
Power Post Hole Digger  
Rock Slinger  
Scarifier or Multiple Head Concrete Chipping Scarifier  
Steel Headerboard Man and Guideline Setter  
Trenching Machine, Hand Propelled

**GROUP 4**

Any Worker Exposed to Raw Sewage  
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader  
Boxes (all types)  
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander  
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete  
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer  
Head Rock Slinger  
High Scaler (including drilling of same)  
Laborer, Asphalt-Rubber Distributor Bootman  
Laser Beam in connection with Laborer's work  
Oversize Concrete Vibrator Operator, 70 pounds and over  
Pipelayer  
Prefabricated Manhole Installer  
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast  
Subsurface Imaging Laborer  
Traffic Lane Closure, certified

**GROUP 5**

Blasters Powderman  
Driller  
Toxic Waste Removal  
Welding, certified or otherwise in connection with Laborers' work

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: TUNNEL WORKER (LABORER)**

**DETERMINATION:** SC-23-102-12-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Employer Payments        |         |                      |          |                   | Straight-Time |                         | Overtime           |                    | Hourly Rate<br>on Holiday |
|------------------------------------|-------------------------|--------------------------|---------|----------------------|----------|-------------------|---------------|-------------------------|--------------------|--------------------|---------------------------|
|                                    |                         | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | 1 1/2 <sup>c</sup> | 1 1/2 <sup>c</sup> |                           |
| Group I                            | \$42.54                 | \$8.00                   | \$9.31  | <sup>a</sup> \$4.87  | \$0.70   | \$0.61            | 8             | \$66.03                 | \$7.30             | \$7.30             | \$108.57                  |
| Group II                           | \$42.86                 | \$8.00                   | \$9.31  | <sup>a</sup> \$4.87  | \$0.70   | \$0.61            | 8             | \$66.35                 | \$7.78             | \$7.78             | \$109.21                  |
| Group III                          | \$43.32                 | \$8.00                   | \$9.31  | <sup>a</sup> \$4.87  | \$0.70   | \$0.61            | 8             | \$66.81                 | \$8.47             | \$8.47             | \$110.13                  |
| Group IV <sup>b</sup>              | \$44.01                 | \$8.00                   | \$9.31  | <sup>a</sup> \$4.87  | \$0.70   | \$0.61            | 8             | \$67.50                 | \$8.95             | \$8.95             | \$111.51                  |

<sup>a</sup> Includes an amount per hour worked for supplemental dues.

<sup>b</sup> The classification "Shaft and Raise Work" shall be applicable to all work from the entrance to the shaft or raise and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

<sup>c</sup> All work performed over 12 hours in a single work day shall be paid for overtime (200% of basic rate).

**CLASSIFICATIONS**

**Group I**

Batch Plant Laborer  
Bottom Lander  
Changehouseman  
Dumpman  
Outside Dumpman  
Loading and Unloading Agitator Cars  
Nipper  
Pot Tender using mastic or other materials  
Rollover Dumpman  
Shotcrete Man (helper)  
Subsurface Laborer (non-miner)  
Swamper/Brakemen (Brakemen and Switchman on tunnel work)  
Tool Man  
Top Lander  
Tunnel Materials Handling Man

**Group II**

Bull Gang Member  
Trackman  
Chemical Grout Jetman  
Chuck Tender  
Cabletender  
Concrete mixer operators and Spreaders  
Grout Mixer  
Grout Gunner  
Operating or Maintaining and/or Grouting Machines  
Ventilatorman  
Jackhammer Pneumatic Tools (except driller)

**Group III**

Blaster  
Driller  
Powderman  
Grout Gunner  
Jackleg Miner  
Jumbo Man  
Kemper and other Pneumatic Concrete Placer Operator  
Miner - Tunnel (hand or machine)  
Micro-Tunneling, Micro-Tunneling Systems  
Nozzleman  
Powderman-Primer House  
Primer Man  
Sandblaster  
Segment Erector  
Steel Form Raiser and Setter  
Timberman, Retimberman, wood or steel  
Tunnel Concrete Finisher

**Group IV**

Shaft and Raise Work<sup>b</sup>  
Diamond Driller

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: GUNITE WORKER (LABORER)**

**DETERMINATION:** SC-102-345-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

| Classification<br>(Journeyman)                                      | Employer Payments       |                          |         |                            |                   | Straight-Time |                         | Overtime Hourly Rate |        |        |        |                          |
|---------------------------------------------------------------------|-------------------------|--------------------------|---------|----------------------------|-------------------|---------------|-------------------------|----------------------|--------|--------|--------|--------------------------|
|                                                                     | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Other<br>Payments | Hours         | Total<br>Hourly<br>Rate | 1 1/2X               | 2X     | 1 1/2X | 2X     | Sunday<br>and<br>Holiday |
| Ground Wire Man,<br>Nozzleman, Rodman                               | \$45.05 <sup>d</sup>    | 8.00                     | 7.60    | <sup>a</sup> 6.00          | 0.09              | 8             | 86.74                   | 89.265               | 111.79 | 89.265 | 111.79 | 111.79                   |
| Gunman                                                              | 44.10 <sup>d</sup>      | 8.00                     | 7.60    | <sup>a</sup> 6.00          | 0.09              | 8             | 65.79                   | 87.84                | 109.89 | 87.84  | 109.89 | 109.89                   |
| Reboundman                                                          | 40.56 <sup>d</sup>      | 8.00                     | 7.60    | <sup>a</sup> 6.00          | 0.09              | 8             | 62.25                   | 82.53                | 102.81 | 82.53  | 102.81 | 102.81                   |
| Entry-Level Gunite Worker<br>Step 1 <sup>e</sup> (0-1000 hours)     | 28.30 <sup>d</sup>      | 4.93                     | 6.71    | <sup>a</sup> 6.00          | 0.00              | 8             | 45.00                   | 60.15                | 74.30  | 60.15  | 74.30  | 74.30                    |
| Entry-Level Gunite Worker<br>Step 2 <sup>e</sup> (1001- 2000 hours) | 30.30 <sup>d</sup>      | 4.93                     | 6.71    | <sup>a</sup> 6.00          | 0.06              | 8             | 48.00                   | 63.15                | 78.30  | 63.15  | 78.30  | 78.30                    |

<sup>a</sup> Includes an amount per hour worked for Supplemental Rates.

<sup>b</sup> Rate applies to the first 3 overtime hours.

<sup>c</sup> Rate applies to the first 11 overtime hours.

<sup>d</sup> Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

<sup>e</sup> Ratio is one Entry-Level Gunite Worker for the 1<sup>st</sup> 4 Journeyman on the job (although the Entry-Level Gunite Worker may be the 2<sup>nd</sup> worker on the job) and 1 Entry-Level Gunite Worker for every 4 Journeyman thereafter (the Entry-Level Gunite Worker may not be on the job until after all 4 Journeymen are on the job).

<sup>f</sup> In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

**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/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - 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 determination on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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: HOUSEMOVER (LABORER)**

**DETERMINATION:** SC-102-507-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 on or after this date. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

| CLASSIFICATION<br>(Journey person) | Employer Payments       |                          |         |                                   |          |                   | Straight-Time<br>Hours Total<br>Hourly Rate | Overtime Hourly Rate         |                                   |                          |
|------------------------------------|-------------------------|--------------------------|---------|-----------------------------------|----------|-------------------|---------------------------------------------|------------------------------|-----------------------------------|--------------------------|
|                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>a</sup> | Training | Other<br>Payments |                                             | Daily <sup>c</sup><br>1 1/2X | Saturday <sup>c,d</sup><br>1 1/2X | Sunday/<br>Holiday<br>2X |
| Housemover                         | \$36.44                 | 8.00                     | 9.31    | 4.80                              | 0.70     | 0.50              | 8.0 59.83                                   | 78.05                        | 78.05                             | 96.27                    |

<sup>a</sup> Includes Supplemental Dues contribution.

<sup>b</sup> Include an amount for Contract Administration Fund (\$0.07), Contract Compliance Trust Fund (\$0.30), Industry Fund (\$0.08), and Laborers Trusts' Administrative Trust Fund (\$0.06).

<sup>c</sup> Any hours over 12 hours in a single workday are double time.

<sup>d</sup> If the employee is unable to complete the forty (40) hours during the normal workweek, Monday through Friday, due to inclement weather or a situation beyond the employers control then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate in the same workweek.

**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/DPreWageDetermination.htm>. 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 pay travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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: #LANDSCAPE/IRRIGATION LABORER/TENDER**

**DETERMINATION:** SC-102-X-14-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 31, 2021\*\* The rate to be paid for work performed after this date has been determined. If a new determination 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

| CLASSIFICATION<br>(Journey person) | Employer Payments       |                          |         |                            |          |        | Straight-Time |                         | Overtime Hours and Rate      |                                 |                          |
|------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|--------|---------------|-------------------------|------------------------------|---------------------------------|--------------------------|
|                                    | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other  | Hours         | Total<br>Hourly<br>Rate | Daily <sup>b</sup><br>1 1/2X | Saturday <sup>b</sup><br>1 1/2X | Sunday/<br>Holiday<br>2X |
| Landscape/Irrigation Laborer       | \$34.58                 | \$8.00                   | \$9.31  | \$4.87 <sup>a</sup>        | \$0.70   | \$0.48 | 8             | \$57.15                 | \$75.23                      | \$75.23                         | \$92.52                  |
| Landscape Hydro Seeder             | \$35.68                 | \$8.00                   | \$9.31  | \$4.87 <sup>a</sup>        | \$0.70   | \$0.48 | 8             | \$59.04                 | \$76.88                      | \$76.88                         | \$94.72                  |

**DETERMINATION:** SC-102-X-14-2020-1A

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** July 31, 2021\* 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 new rates after 10 days from expiration date, if no subsequent determination is issued.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

|                                          |         |        |        |                     |    |    |   |         |          |          |         |
|------------------------------------------|---------|--------|--------|---------------------|----|----|---|---------|----------|----------|---------|
| Landscape/Irrigation Tender <sup>c</sup> | \$15.53 | \$2.65 | \$1.35 | \$1.03 <sup>a</sup> | -- | -- | 8 | \$20.56 | \$28.325 | \$28.325 | \$36.09 |
|------------------------------------------|---------|--------|--------|---------------------|----|----|---|---------|----------|----------|---------|

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>.

<sup>a</sup> Includes an amount per hour worked for Supplemental Due

<sup>b</sup> Rate applies to first 4 daily overtime hours and the first 4 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

<sup>c</sup> The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eighth employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. Travel and/or Subsistence provisions 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: TREE MAINTENANCE<sup>1</sup> (LABORER)**

**(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION<sup>2</sup>)**

**DETERMINATION:** SC-102-X-20-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

| CLASSIFICATION <sup>a</sup><br>(Journey person) | Employer Payments       |                          |         |                            |          |        | Straight Time |                         | Overtime Hourly Rate         |                          |
|-------------------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|--------|---------------|-------------------------|------------------------------|--------------------------|
|                                                 | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other  | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2X <sup>b</sup> | Sunday/<br>Holiday<br>2X |
| Senior Tree Trimmer                             | \$22.10                 | \$2.55                   | \$2.00  | \$2.47                     |          | \$0.00 |               | \$29.42                 | \$40.47                      | \$51.52                  |
| Tree Trimmer                                    | \$20.10                 | \$2.55                   | \$2.00  | \$2.27                     | -        | \$0.30 | 8             | \$27.22                 | \$37.27                      | \$47.32                  |
| Grounds person                                  | \$17.35                 | \$2.55                   | \$2.00  | \$2.15                     | -        | \$0.30 | 8             | \$24.32                 | \$32.995                     | \$41.67                  |

<sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

<sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

<sup>1</sup> This determination does not apply to the work of landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

<sup>2</sup> This determination does not apply to tree trimming, removal or planting work performed on construction or landscape construction contracts.

**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 100 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. Travel and/or Subsistence provisions 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

**CRAFT: LANDSCAPE MAINTENANCE LABORER**

(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)<sup>1</sup>

**DETERMINATION:** SC-LML-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** March 31, 2020\* 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 10 days from the expiration date, if no subsequent determination is issued.

| LOCALITY:                     | Employer Payments |                    |         |                    |         |          | Straight-Time |                     | Overtime            |
|-------------------------------|-------------------|--------------------|---------|--------------------|---------|----------|---------------|---------------------|---------------------|
|                               | Basic Hourly Rate | Health and Welfare | Pension | Vacation           | Holiday | Training | Hourly Rate   | Total Hourly Rate   | 1 1/2x Hourly Rate  |
| Imperial                      | \$13.00           | -                  | -       | <sup>a</sup> 0.115 | 0.17    | -        | 8             | <sup>b</sup> 13.285 | <sup>b</sup> 19.785 |
| Inyo, Mono and San Bernardino | 13.00             | -                  | -       | 0.30               | 0.17    | -        | 8             | 13.47               | 19.97               |
| Kern                          | 13.00             | -                  | -       | <sup>c</sup> 0.16  | 0.17    | -        | 8             | <sup>b</sup> 13.33  | <sup>b</sup> 19.83  |
|                               | 13.00             | -                  | -       | <sup>d</sup> 0.27  | 0.46    | -        | 8             | <sup>b</sup> 13.73  | <sup>b</sup> 20.23  |
| Los Angeles                   | 13.00             | 0.89               | -       | <sup>e</sup> 0.115 | 0.14    | -        | 8             | <sup>b</sup> 14.145 | <sup>b</sup> 20.645 |
| Orange                        | 13.00             | -                  | -       | <sup>f</sup> 0.11  | 0.11    | -        | 8             | <sup>b</sup> 13.22  | <sup>b</sup> 19.72  |
| Riverside                     | 13.00             | -                  | -       | <sup>g</sup> 0.20  | 0.16    | -        | 8             | <sup>b</sup> 13.36  | <sup>b</sup> 19.86  |
| San Diego                     | 13.00             | -                  | -       | 0.22               | 0.15    | -        | 8             | 13.335              | 19.835              |
|                               | 13.00             | -                  | -       | 0.11               | 0.12    | -        | 8             | 13.36               | 19.86               |
| San Luis Obispo               | 13.00             | -                  | -       | <sup>k</sup> 0.13  | 0.15    | -        | 8             | 13.30               | 19.80               |
|                               | 13.00             | -                  | -       | 0.16               | 0.16    | -        | 8             | 13.32               | 19.82               |
| Santa Barbara                 | 13.00             | -                  | -       | <sup>h</sup> 0.12  | 0.12    | -        | 8             | <sup>b</sup> 13.24  | <sup>b</sup> 19.74  |
|                               | 13.00             | -                  | -       | <sup>i</sup> 0.13  | 0.13    | -        | 8             | <sup>b</sup> 13.26  | <sup>b</sup> 19.76  |
| Ventura                       | 13.00             | -                  | -       | 0.15               | 0.16    | -        | 8             | 13.275              | 19.775              |
|                               | 13.00             | 2.97               | -       | <sup>j</sup> 0.19  | 0.26    | -        | 8             | <sup>b</sup> 16.42  | <sup>b</sup> 22.92  |

**NOTE:** If there are two rates, the first rate is for routine work and the second rate is for complex work.

<sup>a</sup> \$0.22 after 3 years of service.

<sup>f</sup> \$0.22 after 4 years of service.

<sup>b</sup> Computation is based on the first years of employment. This rate should be increased by any applicable vacation increment as stated in other footnotes.

<sup>g</sup> \$0.40 after 3 years of service.

<sup>h</sup> \$0.23 after 2 years of service.

<sup>i</sup> \$0.27 after 2 years of service.

<sup>c</sup> \$0.31 after 2 years of service.

<sup>j</sup> \$0.38 after 3 years of service.

<sup>d</sup> \$0.54 after 2 years of service; \$0.51 after 3 years of service.

<sup>k</sup> \$0.29 after 2 years of service.

<sup>e</sup> \$0.24 after 3 years of service; \$0.31 after 7 years of service.

<sup>l</sup> \$0.31 after 2 years of service.

<sup>1</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work covered under this determination:

**ROUTINE** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

**COMPLEX** – servicing of irrigation and sprinkler systems, repairing of equipment used in such landscape maintenance.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays specified in a collectively bargained agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Division 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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: ASBESTOS AND LEAD ABATEMENT (LABORER)**

**DETERMINATION:** SC-102-882-1-2020-1

**ISSUE DATE:** February 22, 2020

**EXPIRATION DATE OF DETERMINATION:** February 28, 2021\*\* 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 after this date. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

**LOCALITY:** All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties

| Classification<br>(Journey person)    | Employer Payments       |                          |         |                                   |          |                    | Straight-Time |                         | Overtime Hourly Rate |                                 |                          |
|---------------------------------------|-------------------------|--------------------------|---------|-----------------------------------|----------|--------------------|---------------|-------------------------|----------------------|---------------------------------|--------------------------|
|                                       | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>a</sup> | Training | Other <sup>b</sup> | Hours         | Total<br>Hourly<br>Rate | Daily<br>1 1/2X      | Saturday <sup>c</sup><br>1 1/2X | Sunday/<br>Holiday<br>2X |
| Asbestos and Lead<br>Abatement Worker | \$36.13                 | 7.47                     | 9.15    | 4.97                              | 0.75     | 51                 | 8             | \$58.98                 | \$77.045             | \$77.045                        | \$95.11                  |

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

<sup>b</sup> Includes amounts for Center for Contract Compliance, Contract Training Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

**NOTE:** Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. Travel and/or Subsistence provisions 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: # PARKING AND HIGHWAY IMPROVEMENT  
(STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)**

**DETERMINATION:** SC-23-102-6-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, Santa Clara, Santa Cruz, Stanislaus, Sutter, Tehama, Yuba, Colusa, Butte, Yolo, and Yuba counties.

| Classification<br>(Journey person) | Basic<br>Hourly<br>Rate | Employer Payments        |         |                      |          |        | Straight-Time      |                         | Over-Time Hourly Rates |                                       |               |
|------------------------------------|-------------------------|--------------------------|---------|----------------------|----------|--------|--------------------|-------------------------|------------------------|---------------------------------------|---------------|
|                                    |                         | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other  | Hours <sup>b</sup> | Total<br>Hourly<br>Rate | Duty<br>1/2X           | 6th & 7th<br>Day <sup>c</sup><br>1/2X | Holiday<br>2X |
| CLASSIFICATION GROUPS              |                         |                          |         |                      |          |        |                    |                         |                        |                                       |               |
| Group 1                            | \$39.06                 | \$8.00                   | \$6.26  | \$5.11 <sup>a</sup>  | \$1.32   | \$0.50 | 8                  | \$60.25                 | \$79.78                | \$79.78                               | \$99.31       |
| Group 2                            | 40.36                   | 8.00                     | 6.26    | 5.11 <sup>a</sup>    | 1.32     | 0.50   | 8                  | 61.55                   | 81.73                  | 81.73                                 | 101.91        |
| Group 3                            | 42.37                   | 8.00                     | 6.26    | 5.11 <sup>a</sup>    | 1.32     | 0.50   | 8                  | 63.56                   | 84.745                 | 84.745                                | 105.93        |
| Group 4                            | 44.11                   | 8.00                     | 6.26    | 5.11 <sup>a</sup>    | 1.32     | 0.50   | 8                  | 65.57                   | 87.355                 | 87.355                                | 109.41        |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<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. Refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

<sup>a</sup> Includes an amount per hour worked for Supplemental Duty.

<sup>b</sup> Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days Monday through Sunday shall constitute a week's work at straight time.

<sup>c</sup> The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

**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 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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

**CLASSIFICATION GROUPS:**

**Group 1**  
Protective Coating, Permanent Sealing  
(repairs and filling of cracks by any  
method to parking lots, game courts and  
play grounds, and tracks, whether indoor  
or outdoor)  
Truck Mounted Attenuator  
Automatic Truck Mounted Attenuator  
Installation of carstops  
Traffic Control Person & Serviceman;  
including work of installing and  
protecting utility covers, traffic  
delineating devices, posting of no parking  
and notifications for public convenience  
Asphalt Repair  
Equipment Repair Technician  
Truncated Dome Assistant  
Decorative Asphalt Surfacing Applicator  
Assistant

**Group 2**  
Traffic Surface Abrasive Blaster  
Pot Tender  
Traffic Control Person/Certified Traffic  
Control Person  
Repairing and filling of cracks and surface  
cleaning on streets, highways, and  
airports by any means, and other work  
not directly connected with the  
application of slurry seal  
Slurry Seal Squeegee (finisher)  
Bob Cat/Skid Steer  
Seal Roller  
Forklift

**Group 3**  
Traffic Delineating Device Applicator  
Traffic Protective System Installer  
Pavement Marking Applicator

Slurry Seal Applicator Operator (Line  
Driver-including self-contained  
distribution units, aggregate spreader  
truck)  
Shuttleman (loader/slurry machine  
operations) operation of all related  
machinery and equipment; handling of  
related materials  
Truncated Dome Technician  
Decorative Asphalt Surfacing Applicator

**Group 4**  
Traffic Striping Applicator  
Slurry Seal Mixer Operator  
Power Broom Sweeper (operation of all  
related trucks, machinery and equipment;  
Handling of related materials)

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: # CEMENT MASON**

**DETERMINATION:** SC-23-203-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

| CLASSIFICATION<br>(JOURNEYPERSON)                                                                                                                                                                                                                               | Basic<br>Hourly<br>Rate | Employer Payments        |         |                      |          |                   | Straight-<br>Time<br>Hours | Total<br>Rate | Time Hourly Rate    |                                 |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|---------|----------------------|----------|-------------------|----------------------------|---------------|---------------------|---------------------------------|---------------------------|
|                                                                                                                                                                                                                                                                 |                         | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Training | Other<br>Payments |                            |               | Daily<br>1 1/2X     | Saturday <sup>a</sup><br>1 1/2X | Sunday/<br>Holiday/<br>2X |
| Cement Mason, Curb and<br>Gutter Machine Operator; Clary and<br>Similar Type of Screed Operator<br>(Cement only); Grinding Machine<br>Operator (all types); Jackson<br>Vibratory, Texas Screed and Similar<br>Type Screed Operator;<br>Scoring Machine Operator | \$38.50                 | 8.27                     | 9.86    | 7.14 <sup>b</sup>    | 0.64     | 0.24              | 8                          | 64.65         | 83.90 <sup>c</sup>  | 83.90 <sup>c</sup>              | 103.15                    |
| Magnesite, magnesite-terrazzo and<br>mastic composition, Epoxy,<br>Urethanes and exotic coatings,<br>Dex-O-Tex                                                                                                                                                  | \$38.62                 | 8.27                     | 9.86    | 7.14 <sup>b</sup>    | 0.64     | 0.24              | 8                          | 64.77         | 84.08 <sup>c</sup>  | 84.08 <sup>c</sup>              | 103.39                    |
| Floating and<br>Troweling Machine Operator                                                                                                                                                                                                                      | \$38.75                 | 8.27                     | 9.86    | 7.14 <sup>b</sup>    | 0.64     | 0.24              | 8                          | 64.90         | 84.275 <sup>c</sup> | 84.275 <sup>c</sup>             | 103.65                    |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.htm>

<sup>a</sup> Saturday in the same work week may be worked at straight-time rate up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

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

<sup>c</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

**RECOGNIZED HOLIDAYS:** The days 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/DPreWageDetermination.htm>. 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 SUBSISTENCE PAYMENT:** In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payment 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/DPreWageDetermination.htm>. 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: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)**

**DETERMINATION:** SC-102-1184-1-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

| Classification<br>(Journey person)                           | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Employer Payments |                                   |          |        | Other<br>Payments | Straight Time<br>Hours<br>Rate | Overtime Hourly Rate |                       |                          |
|--------------------------------------------------------------|-------------------------|--------------------------|-------------------|-----------------------------------|----------|--------|-------------------|--------------------------------|----------------------|-----------------------|--------------------------|
|                                                              |                         |                          | Pension           | Vacation/<br>Holiday <sup>a</sup> | Training |        |                   |                                | Day <sup>b</sup>     | Saturday <sup>b</sup> | Sunday/<br>Holiday<br>2x |
| GROUP I                                                      |                         |                          |                   |                                   |          |        |                   |                                |                      |                       |                          |
| (Drilling Crew Laborer)                                      | \$37.85                 | \$8.00                   | \$5.66            | \$3.40                            | \$0.40   | \$0.99 |                   | \$56.30                        | 75.225               | 75.225                | \$94.15                  |
| GROUP II                                                     |                         |                          |                   |                                   |          |        |                   |                                |                      |                       |                          |
| (Vehicle Operator/Hauler)                                    | \$38.02                 | \$8.00                   | \$5.66            | \$3.40                            | \$0.40   | \$0.99 | 8                 | \$56.47                        | 75.480               | 75.480                | \$94.49                  |
| GROUP III                                                    |                         |                          |                   |                                   |          |        |                   |                                |                      |                       |                          |
| (Horizontal Directional Drill Operator)                      | \$39.87                 | \$8.00                   | \$5.66            | \$3.40                            | \$0.40   | \$0.99 | 8                 | \$58.32                        | 78.255               | 78.255                | \$98.19                  |
| GROUP IV                                                     |                         |                          |                   |                                   |          |        |                   |                                |                      |                       |                          |
| (Electronic Tracking Locator,<br>Subsurface Imaging Laborer) | \$41.87                 | \$8.00                   | \$5.66            | \$3.40                            | \$0.40   | \$0.99 | 8                 | \$60.32                        | 81.255               | 81.255                | \$102.19                 |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

<sup>a</sup> Includes an amount for Supplemental Benefits.

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.



**Group I**

Warehouseman and Teamster

**Group II**

Driver of Vehicle or Combination of Vehicles - 2 axles  
Traffic Control Pilot Car, excluding moving heavy equipment permit  
load  
Truck Mounted Power Broom

**Group III**

Driver of Vehicle or Combination of Vehicles - 3 axles  
Bootman  
Cement Mason Distribution Truck  
Fuel Truck Driver  
Water Truck - 2 axles  
Dump Truck of less than 16 yards water level  
Erosion Control Driver

**Group IV**

Driver of Transit Mix Truck-Under 3 yds  
Dumpcrete Truck Less than 6 1/2 yards water level  
Truck Repairman Helper

**Group V**

Water Truck 3 or more axles  
Warehouseman Clerk  
Slurry Truck Driver

**Group VI**

Driver of Transit Mix Truck - 3 yds or more  
Dumpcrete Truck 6 1/2 yds water level and over  
Driver of Vehicle or Combination of Vehicles - 4 or more axles  
Driver of Oil Spreader Truck  
Dump Truck 16 yds to 25 yds water level  
Side Dump Trucks  
Flow Boy Dump Trucks

**Group VII**

A Frame, Swedish Crane or Similar  
Forklift Driver  
Ross Carrier Driver

**Group VIII**

Dump Truck of 25 yds to 49 yards water level  
Truck Repairman  
Water Pull Single Engine  
Welder

**Group IX**

Truck Repairman Welder  
Low Bed Driver, 9 axles or over

**Group X**

Working Truck Driver  
Truck Grease Gun Operator - \$0.50 additional for Tireman  
Pipeline and Utility Working Truck Driver, including  
Winch Truck and Plastic Fusion, limited to Pipeline and  
Utility Work  
Dump Truck Articulating - 50 yards or more water level  
Water Pull Single Engine with attachment

**Group XI**

Water Pull Twin Engine  
Water Pull Twin Engine with attachments  
Winch Truck Driver - \$0.25 additional when operating a Winch  
or similar special attachments

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 (SPECIAL SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

| Classification <sup>c</sup><br>(Journeyman)        | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Employer Payments |                      |                       |                                | Straight-Time |                         | Overtime Hourly Rates |                  |                          |
|----------------------------------------------------|-------------------------|--------------------------|-------------------|----------------------|-----------------------|--------------------------------|---------------|-------------------------|-----------------------|------------------|--------------------------|
|                                                    |                         |                          | Pension           | Vacation/<br>Holiday | Training <sup>e</sup> | Other<br>Payments <sup>f</sup> | Hours         | Total<br>Hourly<br>Rate | Daily<br>1/2X         | Saturday<br>1/2X | Sunday/<br>Holiday<br>2X |
| Group I                                            | 33.09                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.13                   | 80.68                 | 80.68            | 97.22                    |
| Group II                                           | 33.24                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.28                   | 80.90                 | 80.90            | 97.52                    |
| Group III                                          | 33.37                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.41                   | 81.10                 | 81.10            | 97.78                    |
| Group IV                                           | 33.56                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.60                   | 81.38                 | 81.38            | 98.16                    |
| Group V                                            | 33.59                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.63                   | 81.43                 | 81.43            | 98.22                    |
| Group VI                                           | 33.62                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.66                   | 81.47                 | 81.47            | 98.28                    |
| Group VII                                          | 33.87                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 64.91                   | 81.85                 | 81.85            | 98.78                    |
| Group VIII                                         | 34.12                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 65.16                   | 82.22                 | 82.22            | 99.28                    |
| Group IX                                           | 34.32                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 65.36                   | 82.52                 | 82.52            | 99.68                    |
| Group X                                            | 34.62                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 65.66                   | 82.97                 | 82.97            | 100.28                   |
| Group XI                                           | 35.12                   | 19.62                    | 6.00              | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 66.16                   | 83.72                 | 83.72            | 101.28                   |
| Subjourneyman <sup>b</sup>                         |                         |                          |                   |                      |                       |                                |               |                         |                       |                  |                          |
| 0-2000 hours                                       | 18.80                   | 19.62                    | 6.00              | 2.00 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 48.69                   | 55.59                 | 55.59            | 67.49                    |
| 2001-4000 hours                                    | 20.80                   | 19.62                    | 6.00              | 2.20 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 50.94                   | 58.84                 | 58.84            | 71.74                    |
| 4001-6000 hours                                    | 22.80                   | 19.62                    | 6.00              | 2.30 <sup>a</sup>    | 1.22                  | 1.05                           | 8             | 53.19                   | 62.09                 | 62.09            | 75.99                    |
| Over 6000 hours and thereafter at journeyman rates |                         |                          |                   |                      |                       |                                |               |                         |                       |                  |                          |

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<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> Includes an amount for Supplemental Dues.

<sup>b</sup> Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>c</sup> For classifications within each group, see page 21A.

<sup>d</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>e</sup> Includes \$1.22 for Teamster Training and Upgrading Trust.

<sup>f</sup> Includes \$1.00 for Apprenticeship Program Fund.

**RECOGNIZED HOLIDAYS:** Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays specified 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 determination on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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 (SECOND SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**DETERMINATION:** SC-23-261-2-2020-1

**ISSUE DATE:** August 22, 2020

**EXPIRATION DATE OF DETERMINATION:** June 30, 2021\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

| Classification <sup>c</sup><br>(Journeyman)        | Basic<br>Hourly<br>Rate | Employer Payments        |         |                      |                       |                                | Straight-Time      |                         | Overtime Hourly Rates |                    |                          |
|----------------------------------------------------|-------------------------|--------------------------|---------|----------------------|-----------------------|--------------------------------|--------------------|-------------------------|-----------------------|--------------------|--------------------------|
|                                                    |                         | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday | Training <sup>f</sup> | Other<br>Payments <sup>g</sup> | Hours <sup>d</sup> | Total<br>Hourly<br>Rate | Daily<br>1 1/2X       | Saturday<br>1 1/2X | Sunday/<br>Holiday<br>2X |
| Group I                                            | 33.59                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 64.63                   | 81.43                 | 81.43              | 98.22                    |
| Group II                                           | 33.74                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 64.78                   | 81.55                 | 81.65              | 98.52                    |
| Group III                                          | 33.87                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 64.91                   | 81.85                 | 81.85              | 98.78                    |
| Group IV                                           | 34.06                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 65.10                   | 82.13                 | 82.13              | 99.16                    |
| Group V                                            | 34.09                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 65.13                   | 82.18                 | 82.18              | 99.22                    |
| Group VI                                           | 34.12                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 65.14                   | 82.22                 | 82.22              | 99.28                    |
| Group VII                                          | 34.37                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 65.41                   | 82.60                 | 82.60              | 99.78                    |
| Group VIII                                         | 34.62                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 65.66                   | 82.97                 | 82.97              | 100.28                   |
| Group IX                                           | 34.82                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 65.86                   | 83.27                 | 83.27              | 100.68                   |
| Group X                                            | 35.12                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 66.16                   | 83.72                 | 83.72              | 101.28                   |
| Group XI                                           | 35.62                   | 19.62                    | 6.00    | 3.15 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 66.66                   | 84.47                 | 84.47              | 102.28                   |
| Subjourneyman <sup>b</sup>                         |                         |                          |         |                      |                       |                                |                    |                         |                       |                    |                          |
| 0-2000 hours                                       | 18.80                   | 19.62                    | 6.00    | 2.00 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 48.69                   | 58.09                 | 58.09              | 67.49                    |
| 2001-4000 hours                                    | 20.80                   | 19.62                    | 6.00    | 2.25 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 50.94                   | 61.34                 | 61.34              | 71.74                    |
| 4001-6000 hours                                    | 22.80                   | 19.62                    | 6.00    | 2.50 <sup>a</sup>    | 1.22                  | 1.05                           | 8                  | 53.19                   | 64.59                 | 64.59              | 75.99                    |
| Over 6000 hours and thereafter at journeyman rates |                         |                          |         |                      |                       |                                |                    |                         |                       |                    |                          |

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<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> Includes an amount for Supplemental Dues.

<sup>b</sup> Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

<sup>c</sup> For classifications within each group, see page 21A.

<sup>d</sup> The third shift shall work 6.5 hours exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

<sup>e</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

<sup>f</sup> Includes \$1.00 for Teamster Training and Upgrading Trust.

<sup>g</sup> Includes \$0.60 for Apprentice Program Fund.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)**

**DETERMINATION:** SC-102-1184-1-2019-1

**ISSUE DATE:** August 22, 2019

**EXPIRATION DATE OF DETERMINATION:** June 30, 2020\*\* 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 Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

| Classification<br>(Journey person)                           | Basic<br>Hourly<br>Rate | Employer Payments        |         |                                   |          |                   | Straight Time<br>Hours<br>Hourly<br>Rate | Overtime Hourly Rate       |                                 |                          |
|--------------------------------------------------------------|-------------------------|--------------------------|---------|-----------------------------------|----------|-------------------|------------------------------------------|----------------------------|---------------------------------|--------------------------|
|                                                              |                         | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>a</sup> | Training | Other<br>Payments |                                          | Day <sup>b</sup><br>1 1/2x | Saturday <sup>b</sup><br>1 1/2x | Sunday/<br>Holiday<br>2x |
| GROUP I                                                      |                         |                          |         |                                   |          |                   |                                          |                            |                                 |                          |
| (Drilling Crew Laborer)                                      | \$36.70                 | \$7.47                   | \$5.25  | \$3.40                            | \$0.40   | \$0.98            | 8                                        | \$54.20                    | 72.550                          | \$90.90                  |
| GROUP II                                                     |                         |                          |         |                                   |          |                   |                                          |                            |                                 |                          |
| (Vehicle Operator/Hauler)                                    | \$36.87                 | \$7.47                   | \$5.25  | \$3.40                            | \$0.40   | \$0.98            | 8                                        | \$54.37                    | 72.805                          | \$91.24                  |
| GROUP III                                                    |                         |                          |         |                                   |          |                   |                                          |                            |                                 |                          |
| (Horizontal Directional Drill Operator)                      | \$38.72                 | \$7.47                   | \$5.25  | \$3.40                            | \$0.40   | \$0.98            | 8                                        | \$56.22                    | 75.580                          | \$94.94                  |
| GROUP IV                                                     |                         |                          |         |                                   |          |                   |                                          |                            |                                 |                          |
| (Electronic Tracking Locator,<br>Subsurface Imaging Laborer) | \$40.72                 | \$7.47                   | \$5.25  | \$3.40                            | \$0.40   | \$0.98            | 8                                        | \$58.22                    | 78.580                          | \$98.94                  |

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<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> Includes an amount for Supplemental Rates.

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

**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/DPreWageDetermination.htm>. 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/DPreWageDetermination.htm>. 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.

***Section 101  
Federal Minimum Wages  
(Pink Pages)***

***inserted here***

"General Decision Number: CA20220026 02/25/2022

Superseded General Decision Number: CA20210026

State: California

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

County: San Bernardino County in California.

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

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

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul> |

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/07/2022       |
| 1                   | 01/14/2022       |
| 2                   | 01/21/2022       |
| 3                   | 02/18/2022       |
| 4                   | 02/25/2022       |

ASBE0005-002 09/01/2021

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to all<br>types of mechanical systems)..... | \$ 47.25 | 24.45   |
| Fire Stop Technician<br>(Application of Firestopping<br>Materials for wall openings<br>and penetrations in walls,<br>floors, ceilings and curtain<br>walls).....                       | \$ 32.09 | 19.66   |

ASBE0005-004 07/05/2021

|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 22.40 | 13.07   |

BOIL0092-003 01/01/2021

|                  | Rates    | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 46.03 | 38.81   |

\* BRCA0004-01 05/01/2020

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 41.48 | 18.63   |

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

BRCA0018-004 06/01/2021

|                      | Rates    | Fringes |
|----------------------|----------|---------|
| MARBLE FINISHER..... | \$ 35.90 | 14.11   |
| TILE FINISHER.....   | \$ 30.47 | 12.52   |
| TILE LAYER.....      | \$ 43.09 | 18.31   |

BRCA0018-010 09/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER.....      | \$ 33.66 | 14.20   |
| TERRAZZO WORKER/SETTER..... | \$ 41.60 | 14.73   |

CARP0213-001 07/01/2021

|                                                                                                                                                              | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| CARPENTER                                                                                                                                                    |          |         |
| (1) Carpenter, Cabinet<br>Installer, Insulation<br>Installer, Hardwood Floor<br>Worker and acoustical<br>installer.....                                      | \$ 51.60 | 16.28   |
| (2) Millwright.....                                                                                                                                          | \$ 52.10 | 16.48   |
| (3) Piledrivermen/Derrick<br>Bargeman, Bridge or Dock<br>Carpenter, Heavy Framer,<br>Rock Bargeman or Scowman,<br>Rockslinger, Shingler<br>(Commercial)..... | \$ 51.73 | 16.28   |
| (4) Pneumatic Nailer,<br>Power Stapler.....                                                                                                                  | \$ 51.85 | 16.28   |
| (5) Sawfiler.....                                                                                                                                            | \$ 51.69 | 16.28   |
| (6) Scaffold Builder.....                                                                                                                                    | \$ 42.80 | 16.28   |
| (7) Table Power Saw<br>Operator.....                                                                                                                         | \$ 51.70 | 16.28   |

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

CARP0213-002 07/01/2021

|                           | Rates     | Fringes |
|---------------------------|-----------|---------|
| Diver                     |           |         |
| (1) Wet.....              | \$ 834.40 | 16.28   |
| (2) Standby.....          | \$ 445.84 | 16.28   |
| (3) Tender.....           | \$ 437.84 | 16.28   |
| (4) Assistant Tender..... | \$ 413.84 | 16.28   |

Amounts in "Rates" column are per day

CARP0213-003 07/01/2021

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Drywall                      |          |         |
| DRYWALL INSTALLER/LATHER.... | \$ 51.60 | 16.28   |
| STOCKER/SCRAPPER.....        | \$ 22.16 | 8.62    |

CARP0721-001 07/01/2021

| Rates | Fringes |
|-------|---------|
|-------|---------|

Modular Furniture Installer.....\$ 21.85 7.15

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ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

|                       | Rates    | Fringes  |
|-----------------------|----------|----------|
| Communications System |          |          |
| Installer.....        | \$ 39.60 | 3%+16.89 |
| Technician.....       | \$ 33.09 | 15.89    |

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; including or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

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ELEC0477-002 06/01/2021

|                    | Rates    | Fringes  |
|--------------------|----------|----------|
| Electricians:..... | \$ 45.75 | 3%+25.33 |

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino will be a free zone for all contractors.

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

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ELEC1245-001 01/01/2022

|                                                                                                                                                                                                                | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LINE CONSTRUCTION                                                                                                                                                                                              |          |         |
| (1) Lineman; Cable splicer..                                                                                                                                                                                   | \$ 60.19 | 22.07   |
| (2) Equipment specialist<br>(operates crawler<br>tractors, commercial motor<br>vehicles, backhoes,<br>trenchers, cranes (50 tons<br>and below), overhead &<br>underground distribution<br>line equipment)..... | \$ 48.08 | 20.86   |

|                    |          |       |
|--------------------|----------|-------|
| (3) Groundman..... | \$ 36.76 | 20.46 |
| (4) Powderman..... | \$ 51.87 | 18.79 |

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

ELEV0018-001 01/01/2022

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 61.34 | 36.885+a+b |

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(All Other Work) |          |         |
| GROUP 1.....                                  | \$ 48.25 | 27.20   |
| GROUP 2.....                                  | \$ 49.03 | 27.20   |
| GROUP 3.....                                  | \$ 49.32 | 27.20   |
| GROUP 4.....                                  | \$ 50.81 | 27.20   |
| GROUP 5.....                                  | \$ 48.89 | 25.25   |
| GROUP 6.....                                  | \$ 51.03 | 27.20   |
| GROUP 8.....                                  | \$ 51.14 | 27.20   |
| GROUP 9.....                                  | \$ 49.09 | 25.25   |
| GROUP 10.....                                 | \$ 51.21 | 27.20   |
| GROUP 11.....                                 | \$ 49.41 | 25.25   |
| GROUP 12.....                                 | \$ 51.43 | 27.20   |
| GROUP 13.....                                 | \$ 51.53 | 27.20   |
| GROUP 14.....                                 | \$ 51.56 | 27.20   |
| GROUP 15.....                                 | \$ 51.64 | 27.20   |
| GROUP 16.....                                 | \$ 51.76 | 27.20   |
| GROUP 17.....                                 | \$ 51.93 | 27.20   |
| GROUP 18.....                                 | \$ 52.03 | 27.20   |
| GROUP 19.....                                 | \$ 52.14 | 27.20   |
| GROUP 20.....                                 | \$ 52.26 | 27.20   |
| GROUP 21.....                                 | \$ 52.43 | 27.20   |
| GROUP 22.....                                 | \$ 52.53 | 27.20   |
| GROUP 23.....                                 | \$ 52.64 | 27.20   |
| GROUP 24.....                                 | \$ 52.76 | 27.20   |
| GROUP 25.....                                 | \$ 52.93 | 27.20   |

|                                                                  |          |       |
|------------------------------------------------------------------|----------|-------|
| OPERATOR: Power Equipment<br>(Cranes, Piledriving &<br>Hoisting) |          |       |
| GROUP 1.....                                                     | \$ 49.60 | 27.20 |
| GROUP 2.....                                                     | \$ 50.38 | 27.20 |
| GROUP 3.....                                                     | \$ 50.67 | 27.20 |
| GROUP 4.....                                                     | \$ 50.81 | 27.20 |
| GROUP 5.....                                                     | \$ 51.03 | 27.20 |
| GROUP 6.....                                                     | \$ 51.14 | 27.20 |
| GROUP 7.....                                                     | \$ 51.26 | 27.20 |
| GROUP 8.....                                                     | \$ 51.43 | 27.20 |
| GROUP 9.....                                                     | \$ 51.60 | 27.20 |



|                                            |          |       |
|--------------------------------------------|----------|-------|
| GROUP 10.....                              | \$ 52.60 | 27.20 |
| GROUP 11.....                              | \$ 53.60 | 27.20 |
| GROUP 12.....                              | \$ 54.60 | 27.20 |
| GROUP 13.....                              | \$ 55.60 | 27.20 |
| OPERATOR: Power Equipment<br>(Tunnel Work) |          |       |
| GROUP 1.....                               | \$ 50.10 | 27.20 |
| GROUP 2.....                               | \$ 50.88 | 27.20 |
| GROUP 3.....                               | \$ 51.17 | 27.20 |
| GROUP 4.....                               | \$ 51.31 | 27.20 |
| GROUP 5.....                               | \$ 51.53 | 27.20 |
| GROUP 6.....                               | \$ 51.64 | 27.20 |
| GROUP 7.....                               | \$ 51.76 | 27.20 |

#### PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons); Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalmen; Switchman

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalmen; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo

form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator; Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator; power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy duty repairman; heavy equipment robotics operator; Kalamazoo baler; regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-

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

GROUP 9: Heavy Duty Repairman

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

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 110' maximum); Hoe ram or similar with compressor; Excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading auger operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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

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

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

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

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

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

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

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grinding machine operator; Heading shield operator; Heavy-duty repair person; Loader operator (Athey, Euclid, Terex and similar types); Mucking machine operator (1/4 yd., rubber tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Factor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel muckering machine operator

#### ENGINEERS FEES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-5 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34,

T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue S to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM until it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 31, T9N, R24W, SBM, continue S along the Ventura County line to the point which is the SW corner of the SE quarter of Section 32, T9N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SW corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NW corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T12S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S, R21E, MDM] Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the

Northern portion of SAN BERNARDINO County as defined below:

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

-----  
ENGI0012-004 08/01/2020

|                                                             | Rates    | Fringes |
|-------------------------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(DREDGING)                     |          |         |
| (1) Leverman.....                                           | \$ 40.40 | 30.00   |
| (2) Dredge dozer.....                                       | \$ 50.13 | 30.00   |
| (3) Deckmate.....                                           | \$ 50.13 | 30.00   |
| (4) Winch operator (stern<br>winch on dredge)....           | \$ 49.77 | 30.00   |
| (5) Fireman-Oiler,<br>Deckhand, Bargeman,<br>Leveehand..... | \$ 49.23 | 30.00   |
| (6) Barge Mate.....                                         | \$ 49.84 | 30.00   |

-----

IRON0433-006 07/01/2020

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| IRONWORKER                                     |          |         |
| Fence Erector.....                             | \$ 34.58 | 24.81   |
| Ornamental, Reinforcing<br>and Structural..... | \$ 41.00 | 33.45   |

PREMIUM PAY:

\$6.00 Additional per hour at the following locations:

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



\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

-----  
LAB00300-005 03/01/2021

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 37.49 | 21.88   |

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

-----  
LAB00345-001 07/01/2021

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) |          |         |
| GROUP 1.....     | \$ 46.50 | 20.42   |
| GROUP 2.....     | \$ 45.50 | 20.42   |
| GROUP 3.....     | \$ 45.01 |         |

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Gunmen  
GROUP 2: Gunmen  
GROUP 3: Reboundmen

-----  
LAB00783-002 07/01/2020

|                  | Rates | Fringes |
|------------------|-------|---------|
| LABORER (TUNNEL) |       |         |

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 42.54 | 21.04 |
| GROUP 2..... | \$ 42.86 | 21.04 |
| GROUP 3..... | \$ 43.32 | 21.04 |
| GROUP 4..... | \$ 44.01 | 21.04 |
| LABORER      |          |       |
| GROUP 1..... | \$ 36.39 | 21.04 |
| GROUP 2..... | \$ 36.94 | 21.04 |
| GROUP 3..... | \$ 37.49 | 21.04 |
| GROUP 4..... | \$ 39.04 | 21.04 |
| GROUP 5..... | \$ 39.39 | 21.04 |

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shot bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaling; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaning; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (over 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete; the handling of the chute from ready mix trucks, 12" and 18" walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curing, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane floor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Bugger, phil person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or tender; Dr. Pak-it machine; Gas, oil and/or water pipeline wrapper, over pipe and over, by any method, inside and outside; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber

gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

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

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

#### TUNNEL LABORER CLASSIFICATIONS

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

GROUP 2: Chucktender, cable tender; Loading and unloading agitator cars; Agitator person; Jack hammer, pneumatic tools (except drills); Bull gang mucker, track person; Concrete crew, including rodder and spreader

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

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

LAB00783-005 07/01/2021

Rates

Fringes

Brick Tender.....\$ 35.82 20.45

LAB01184-001 07/01/2021

Rates Fringes

Laborers: (HORIZONTAL  
DIRECTIONAL DRILLING)

|                                                   |          |       |
|---------------------------------------------------|----------|-------|
| (1) Drilling Crew Laborer...                      | \$ 38.89 | 17.10 |
| (2) Vehicle Operator/Hauler.                      | \$ 39.06 | 17.10 |
| (3) Horizontal Directional<br>Drill Operator..... | \$ 40.91 | 17.10 |
| (4) Electronic Tracking<br>Locator.....           | \$ 42.91 | 17.10 |

Laborers: (STRIPING/SLURRY  
SEAL)

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 40.10 | 20.12 |
| GROUP 2..... | \$ 41.40 | 20.12 |
| GROUP 3..... | \$ 43.41 | 20.12 |
| GROUP 4..... | \$ 45.15 | 20.12 |

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstop operation of all related machinery and equipment; equipment repair technician

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

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

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

LAB01184-003 08/05/2020

Rates Fringes

LABORER

|                              |          |       |
|------------------------------|----------|-------|
| PLASTER CLEAN-UP LABORER.... | \$ 36.03 | 21.01 |
| PLASTER TENDER.....          | \$ 38.58 | 21.01 |

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

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

|                                              | Rates    | Fringes |
|----------------------------------------------|----------|---------|
| Painters: (Including Lead Abatement)         |          |         |
| (1) Repaint (excludes San Diego County)..... | \$ 29.59 | 17.12   |
| (2) All Other Work.....                      | \$ 33.12 | 17.24   |

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

PAIN0036-008 10/01/2021

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 43.63 | 22.92   |

PAIN0036-015 01/01/2020

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 43.44 | 23.39   |

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2020

|                       | Rates    | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 38.75 | 14.03   |

PLAS0200-008 08/04/2021

|                | Rates    | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 45.77 | 18.39   |

FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

PLAS0500-002 07/01/2020

| Rates | Fringes |
|-------|---------|
|-------|---------|

CEMENT MASON/CONCRETE FINISHER...\$ 38.50 25.91

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PLUM0016-002 09/01/2021

Rates Fringes

PLUMBER, PIPEFITTER,  
STEAMFITTER

|                                                                                                                                                                                                                                                                              |          |       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------|
| Work at Edwards AFB.....                                                                                                                                                                                                                                                     | \$ 60.83 | 25.36 |
| Work at Fort Irwin Army<br>Base.....                                                                                                                                                                                                                                         | \$ 64.33 | 25.36 |
| Work at Marine Corps<br>Logistic Base at Nebo,<br>Marine Corps Logistic Base<br>at Yermo and Twenty-Nine<br>Palms Marine Base.....                                                                                                                                           | \$ 60.83 | 25.36 |
| Work ONLY on new additions<br>and remodeling of bars,<br>restaurants, stores and<br>commercial buildings, not<br>to exceed 5,000 sq. ft. of<br>floor space.....                                                                                                              | \$ 52.20 | 24.38 |
| Work ONLY on strip malls,<br>light commercial, tenant<br>improvement and remodel<br>work.....                                                                                                                                                                                | \$ 39.91 | 22.13 |
| All other work except work<br>on new additions and<br>remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft. of<br>floor space and work on<br>strip malls, light<br>commercial, tenant<br>improvement and remodel<br>work..... | \$ 51.23 | 25.36 |

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PLUM0345-001 09/01/2021

Rates Fringes

PLUMBER

|                                  |          |       |
|----------------------------------|----------|-------|
| Landscape/Irrigation Fitter..... | \$ 36.85 | 24.75 |
| Sewer & Storm Drain Work.....    | \$ 40.94 | 22.13 |

-----  
ROOF0036-001 08/01/2021

Rates Fringes

|             |          |       |
|-------------|----------|-------|
| ROOFER..... | \$ 42.07 | 18.92 |
|-------------|----------|-------|

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

-----  
SFCA0669-009 01/01/2021

Does not include the northern part of the City of Chino, or the  
Cities of Montclair and Ontario

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| SPRINKLER FITTER.....   | \$ 39.83 | 26.23   |
| -----                   |          |         |
| SFCA0709-004 01/01/2021 |          |         |

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| SPRINKLER FITTER (Fire)..... | \$ 48.71 | 29.15   |
| -----                        |          |         |
| SHEE0105-003 01/01/2022      |          |         |

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

|                                                                                                                                                                                                                   | Rates    | Fringes |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER                                                                                                                                                                                                |          |         |
| (1) Commercial - New Construction and Remodel work.....                                                                                                                                                           | \$ 50.23 | 29.60   |
| (2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort.... | \$ 48.28 | 29.46   |
| -----                                                                                                                                                                                                             |          |         |
| TEAM0011-002 07/01/2020                                                                                                                                                                                           |          |         |

|               | Rates    | Fringes |
|---------------|----------|---------|
| TRUCK DRIVER  |          |         |
| GROUP 1.....  | \$ 32.59 | 30.59   |
| GROUP 2.....  | \$ 32.74 | 30.59   |
| GROUP 3.....  | \$ 32.87 | 30.59   |
| GROUP 4.....  | \$ 33.06 | 30.59   |
| GROUP 5.....  | \$ 33.09 | 30.59   |
| GROUP 6.....  | \$ 33.12 | 30.59   |
| GROUP 7.....  | \$ 33.37 | 30.59   |
| GROUP 8.....  | \$ 33.62 | 30.59   |
| GROUP 9.....  | \$ 33.82 | 30.59   |
| GROUP 10..... | \$ 34.12 | 30.59   |
| GROUP 11..... | \$ 34.62 | 30.59   |
| GROUP 12..... | \$ 35.05 | 30.59   |

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

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

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is



like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from the initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION"

NOT FOR BID

***Section 102  
Required Contract  
Provisions for Federal-Aid  
Construction Contracts  
Attachment D  
(Yellow Pages)***

***inserted here***

REQUIRED FEDERAL CONTRACT PROVISIONS  
(Yellow)

**EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.  
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

|                                                                             |           |
|-----------------------------------------------------------------------------|-----------|
| <b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b>                          | <b>2</b>  |
| A. NONDISCRIMINATION STATEMENT                                              | 2         |
| B. CONTRACT ASSURANCE                                                       | 3         |
| C. PROMPT PROGRESS PAYMENT                                                  | 3         |
| D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTOR                        | 3         |
| E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS                       | 4         |
| F. COMMITMENT AND UTILIZATION                                               | 5         |
| G. DBE RUNNING TALLY OF ATTAINMENTS                                         | 6         |
| <b>2. BID OPENING</b>                                                       | <b>6</b>  |
| <b>3. BID RIGGING</b>                                                       | <b>6</b>  |
| <b>4. CONTRACT AWARD</b>                                                    | <b>6</b>  |
| <b>5. CONTRACTOR LICENSE</b>                                                | <b>6</b>  |
| <b>6. CHANGED CONDITIONS</b>                                                | <b>6</b>  |
| A. DIFFERING SITE CONDITIONS                                                | 6         |
| B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER                              | 6         |
| C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK                             | 7         |
| <b>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</b>      | <b>7</b>  |
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## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- The lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**b. Contract Assurance**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

**c. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven day after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

**d. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontract performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **e. Termination and Substitution of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work on their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### **f. Commitment and Utilization**

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer and Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (IAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

#### **g. DBE RUNNING TALLY OF ATTAINMENTS**

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

- 2. BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
- 3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

- 4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

#### **5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

#### **6. CHANGED CONDITIONS**

##### **a. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those customarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed or before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

##### **b. Suspensions of Work Ordered by the Engineer**

1. If performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**c. Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - When a major item of work as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 40 WORKING DAYS beginning on the seventh calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County San Bernardino County the sum of \$3,500.00 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

**8. BUY AMERICAN**

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance and mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

## 9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## 11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT  
PROVISIONS FEDERAL-AID  
CONSTRUCTION CONTRACTS**

NOT FOR BID

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piece work, station work, or by subcontractors.
3. A breach of any of the stipulations contained in these Required Contract provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of the construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b), and for all construction contracts exceeding \$100,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate changes to conform to the U.S. Department of Labor (USDO) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to Title 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force should normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will use resources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to reserve the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, the contractor is expected to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine and eliminate any discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. Where review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.



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**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and compliance with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the ground of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and vendors and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for a contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records that the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The program and efforts being made in cooperation with unions, where applicable, to increase employment opportunities for minorities and women; and
  - (3) The process and efforts being made in locating, hiring, training, qualifying and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates contained under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-132) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborer or mechanic, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rate contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their authorized representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a copy of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payroll submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, his or her agent who pays or supervises the payment of the persons employed under the contract, and shall contain the following:
  - (i) That the payroll for the pay period contains the information required to be provided under section 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the pay period has been paid the full weekly wages earned, without delay, either directly or indirectly, and that no deductions have been made either directly or indirectly from the wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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**4. Apprentices and trainees****a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic on any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek. For each laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

#### VI. SPLITTING OR ASSIGNING THE CONTRACT

This provision is applicable to Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate any matter of compliance with the construction safety and health standards, and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law and shall prevent any misunderstanding regarding the seriousness of the offense and similar acts, Form FHWA-1022 shall be posted at each Federal-aid highway project (23 CFR 635.106) at one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or who, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof, in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation;

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.



FHWA-1273 -- Revised May 1, 2012

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal was submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov>) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records or to render in good faith the certification required in this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontract). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*  
**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions of the Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation to this proposal.

\*\*\*\*\*  
**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

NOT FOR BID

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

| <b>MINORITY UTILIZATION GOALS</b> |                                                                                                                                                 | Goal<br>(Percent) |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Economic Area                     |                                                                                                                                                 |                   |
| 174                               | Redding CA:<br>Non-SMSA (Standard Metropolitan Statistical Area) Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8               |
| 175                               | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity                                                                       | 6.6               |
| 176                               | San Francisco-Oakland-San Jose, CA:<br>SMSA Counties:<br>7120 Salinas-Seaside-Monterey, CA                                                      | 28.9              |
|                                   | CA Monterey                                                                                                                                     | 25.6              |
|                                   | 7360 San Francisco-Oakland                                                                                                                      |                   |
|                                   | CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo                                                                           |                   |
|                                   | 7400 San Jose, CA                                                                                                                               | 19.6              |
|                                   | CA Santa Clara, CA                                                                                                                              |                   |
|                                   | 7485 Santa Cruz, CA                                                                                                                             | 14.9              |
|                                   | CA Santa Cruz                                                                                                                                   |                   |
|                                   | 7500 Santa Rosa                                                                                                                                 | 9.1               |
|                                   | CA Sonoma                                                                                                                                       |                   |
| 177                               | 8720 Vallejo-Fairfield-Napa, CA                                                                                                                 | 17.1              |
|                                   | CA Napa; CA Solano                                                                                                                              |                   |
|                                   | Non-SMSA Counties:<br>CA Lake; CA Mendocino; CA San Geronimo                                                                                    | 23.2              |
|                                   | Sacramento, CA:<br>SMSA Counties:<br>6920 Sacramento, CA                                                                                        | 16.1              |
|                                   | CA Placer; CA Sacramento; CA                                                                                                                    |                   |
|                                   | 7010 Non-SMSA Counties                                                                                                                          | 14.3              |
|                                   | CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA                                                                |                   |
|                                   | Yuba                                                                                                                                            |                   |
|                                   | Stockton-Manteca, CA:<br>SMSA Counties:<br>7070 Manteca, CA                                                                                     | 12.3              |
|                                   | CA Stanislaus                                                                                                                                   |                   |
| 178                               | 8120 Stockton, CA                                                                                                                               | 24.3              |
|                                   | CA San Joaquin                                                                                                                                  |                   |
|                                   | Non-SMSA Counties<br>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne                                                    | 19.8              |
| 179                               | Fresno-Bakersfield, CA<br>SMSA Counties:<br>0680 Bakersfield, CA                                                                                | 19.1              |
|                                   | CA Kern                                                                                                                                         |                   |
|                                   | 2840 Fresno, CA                                                                                                                                 | 26.1              |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                    |                              |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|     | CA Fresno<br>Non-SMSA Counties:<br>CA Kings; CA Madera; CA Tulare                                                                                                                                                                                                                                                                                                                                                  | 23.6                         |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | 28.3<br>21.5<br>19.7<br>24.6 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial                                                                                                                                                                                                                                                                                                          | 16.9<br>18.2                 |

For the last full week of July during which work performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230) and submit the forms by August 15.

### 13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and lease of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

#### 14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 15. FEDERAL TRAINING PROGRAM

For this Federal training program, the number of trainees or apprentices is 1.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of San Bernardino County :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of San Bernardino County approval for this submitted information before the prime contractor starts work. The City/County of San Bernardino County credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of San Bernardino County and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the four equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of San Bernardino County reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work increasing the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training



**Economic Development Agency**  
Community Development and Housing

**CONSTRUCTION CONTRACT  
LABOR COMPLIANCE PROVISIONS  
(Attachment D)**

NOT FOR BID

NOT FOR BID



# **NOTICE TO BIDDERS**

## **COUNTYWIDE VISION:**

The project(s) implemented with these funds assist in meeting an element of the Countywide Vision for sustainable infrastructures and housing as adopted by the County Board of Supervisors and SANBAG on June 30, 2011.

## **FUNDING OF PROJECTS AND FEDERAL AND STATE REQUIREMENTS**

Bidders are advised that federal funds are being used for this project and that as a result, certain requirements are to be imposed, depending upon the source of the federal funds. Sources may include: Community Development Block Grant funds (CDBG), Neighborhood Stabilization Program funds (NSP) or HOME Investment Partnerships Program funds (HOME). The use of any of these federal funds on a project will require the payment of federal prevailing wages under the Davis-Bacon and Related Acts (DBRA") (40 USC §3142, 40 USC §§ 276a-276a-7, 29 CFR Part 5, which will be enforced when the contract amount for the Prime Contract exceeds \$2,000. The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with the DBRA. The Federal Labor Standards provisions (HUD 4010) apply to this project and are attached.

For HOME and NSP funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics employed under the contract, a wage not less than the locally prevailing wages (including fringe benefits) listed in a David Bacon wage determination for a classification, as specified in the Federal Wage Determination. **If other funding is used on a project, California state prevailing wages (as specified in the State Wage Determination) may be triggered. If that occurs, then the higher of the two applicable wage classifications (federal or state) will be enforced for all work under the contract.** For CDBG-funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics providing work under the contract, a wage not less than the locally prevailing wages (including fringe benefits), as specified in **both** the Federal and State Wage Determinations for the project.

**The higher of the two applicable wage classifications, either the Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract.**

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity** - The bidder's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Specifications" contained in the bid package. Goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

NOT FOR BID

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NOT FOR BID

## CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

The following are definitions of state and federal provisions/documents for federally-assisted projects. Please refer to the "Required Documents Checklist" for any documents to be completed and submitted for this project.

**Affirmative Action Compliance Guidelines for Construction or Non-Construction Contractors** – Generally, affirmative action requirements apply to contracts and subcontracts in excess of \$10,000. This document provides guidelines to help Contractors meet affirmative action and equal employment opportunity requirements set forth in federal regulations 41 CFR 60.

**Bid Bond** – A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid.

**Certificate of Owner's Attorney** – This certificate is to be completed by the owner's attorney when applicable.

**Certification of Bidder Regarding Equal Employment Opportunity** – This certification is required by Federal law (41 CFR 60) and must be completed by the Prime Contractor.

**Certification of Compliance with Air and Water Acts** – The prime Contractor and all Subcontractors must comply with this certification when the contract exceeds \$100,000.

**Certification by Proposed Subcontractor Regarding Equal Employment Opportunity** – This certification must be completed by all Subcontractors and every lower-tier Subcontractor and submitted to the Prime Contractor.

**Contractor's Certification of Compliance with Davis-Bacon and Related Acts** – This certification is required by federal law (29 CFR 5) and must be completed by the Prime Contractor.

**Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions** – These provisions are to be inserted in all applicable federally-assisted contracts and subcontracts.

**Federal Labor Standards Provisions (HUD 4010 form)** – These provisions set forth the federal labor requirements for contractors working on federally-assisted construction projects in which the prime contract exceeds \$2,000. The Prime Contractor and all Subcontractors and every lower-tier subcontractor are required to pay their laborers and mechanics working onsite a wage as specified in the **FEDERALLY FUNDED PROJECTS** section of this provision. ***The Prime Contractor is responsible to include the Labor Compliance Contract Addendum in all executed Subcontractor contracts for this project.***

**Federal Prevailing Wage Decision** – The Federal Wage Decision contains the federal wage rates for construction projects within the County of San Bernardino. A copy of the Wage Decision is included in the bid package and can also be found at <https://www.sam.gov/portal/public/SAM/> or <http://www.wdol.gov/dba.aspx>. The wage decision that applies to the project is the one in effect 60 days prior to the bid opening date.

**Labor and Materials Bond** – This payment bond guarantees that employees/Subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor and Materials Bond must be at least 100% of the contract price and must be submitted to the CITY/COUNTY upon award of the contract.

**Performance Bond** – This bond guarantees the Contractor's performance under the terms of the construction contract and must be at least 100% of the contract price and submitted to the CITY/COUNTY following award of the contract.

**Section 3** – This law applies to construction contracts exceeding \$100,000 on projects funded by the U.S. Department of Housing and Urban Development (HUD). To the greatest extent feasible, Contractor(s) and Subcontractor(s) must attempt to become a Section 3 business. A Section 3 business is one owned by a low-income person, a business of which 51% of the workforce is comprised of low-income individuals, or a business that contracts 25% of its work to Section 3 businesses.

NOT FOR BID

## LABOR COMPLIANCE REQUIREMENTS

### Davis-Bacon and Related Acts:

The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with all requirements of Davis-Bacon and Related Acts (DBRA). The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

A copy of the Federal Prevailing Wage Decision, (and upon request the State Wage Decision) the date which reflects the latest applicable modification at the time of this bid advertisement, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum of modifications, if any, which supersede that modification included herein, up until a minimum of ten days prior to the actual Bid Opening for this project.

A weekly Certified Payroll Report (CPR) is required during the term of construction on the project. Payment(s) of invoice(s) for this project may be delayed when CPRs are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Prime Contractor. The payment request shall not be approved unless all CPRs for the project submitted through LCPTracker have been approved and accepted for each week worked during the time period covered by said payment request.

### LCPTracker:

As permitted by the Department of Labor (DOL), The Department of Housing and Urban Development (HUD), and Title 8, section 16404 of the California Code of Regulations, the Prime Contractor and each Subcontractor and every lower-tier Subcontractor subject to DBRA are allowed to submit CPRs electronically via LCPTracker.

LCPTracker is a web-based system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPTracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPTracker Inc. provides two convenient training options:

**Option 1: Computer Based Training Courses:** Pre-recorded videos can be viewed at any time by logging into the LCPTracker website and following these simple steps:

- o Enter user name/password
- o Select the "eTraining" link located at the top of the page.
- o Select "Contractor Training Videos"

**Option 2: Web-Based Training Sessions:** Online training sessions facilitated by members of LCPTracker's customer support team are available several times per week. All that is needed to participate is a computer with Internet access, an email address and access to a phone.

- o Enter user name/password
- o Select "Book Now" on the "Projects" tab and register for the Online training sessions.

## eDocuments:

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. Prior to the contractor being allowed by the system to certify CPRs, all eDocuments must be submitted to, and approved by, the County.

## Other Required Documentation:

One of the documents that will be required to be uploaded in LCPtracker as part of the eDocuments, is a City business license or a letter stating the reasons why no business license is required. All contractors performing work on a project site located within an *incorporated* city must possess or obtain the city's business license. However, if the project is located in an *unincorporated* area of the County, and the contractor's business is located in an *incorporated* city, the contractor must possess or obtain a business license within the city where their business is located. Exception to business license requirement: A letter explaining the exception to the business license requirement will be required if the contractor's business and the project work site are both located in the *unincorporated* area of the County.

## Electronic Submission of Certified Payrolls:

Use of LCPtracker may require data entry in order to certify weekly payrolls(s). Data entry includes information regarding employee identification, labor classification, total hours worked on the project, wage and benefit rates paid etc. Contractors currently using a payroll software system may be capable of interfacing with LCPtracker. Submission of electronic CPRs will be required for every lower-tier Subcontractor.

**The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.**



# REQUIRED DOCUMENTS

## ***REQUIRED PRIOR TO CONTRACT AWARD***

1. Bid Package signed by Contractor or letter stating that the project specifications document is part of the contract
2. Signed Partnership Agreement (if applicable)

## ***REQUIRED PRIOR TO PRECONSTRUCTION CONFERENCE***

3. Executed Contract/Purchase Order NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the Federal prevailing wage determination for the project must be attached to contract
4. Prime Contractor Information Form
5. Bonds (performance/payment or labor and material bond)

## ***REQUIRED PRIOR TO CONSTRUCTION***

6. Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A1)\*
7. Sub-Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A-1)\*
8. Certification of Bidder Regarding Equal Employment Opportunity(Exhibit B)\*
9. Certification by Proposed Sub-Contractor Regarding Equal Employment Opportunity (Exhibit C)\*
10. Affirmative Action Compliance Form for Construction Contracts Over \$10,000 (Exhibit D)\*
11. A Copy of all executed Sub-Contractor contracts NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the prevailing wage determination for the project must be attached to contract
12. City Business License/Exception Letter
13. Certificate of Understanding and Authorization Form (Exhibit E)\*
14. Fringe Benefit Statement Form (Exhibit F)\*
15. Authorization for Payroll Deduction (Exhibit G)\*
16. DOL Registered Apprenticeship Program\*
17. DOL Apprenticeship Certification\*
18. Apprenticeship Program Appendix A\*
19. Project Wage Rate Sheet\*

## ***REQUIRED DURING CONSTRUCTION***

20. Weekly Certified Payrolls (see "Electronic Submission of Certified Payrolls" section)

\*Note: These forms are located on the LCPTracker online database discussed in "Electronic Submission of Certified Payrolls" section and will be discussed by County CDH staff at the preconstruction conference.

NOT FOR BID

# Federal Labor Standards Provisions

## 1. Applicability

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

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

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

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

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

**(b)** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

**(iv)** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or Subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of training programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347/instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

**(d)** The certification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 801 of Title 18 and Section 231 of Title 31 of the United States Code.

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

#### **4. Apprentices and Trainees**

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

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

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

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

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

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

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 3, 4, and 5 are herein incorporated by reference in this contract.

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

**10. Certification of Eligibility.** By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

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

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

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

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

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

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

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply shall result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-554, 85 Stat 96). 40 USC 3701 et seq.

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

## SECTION 3 CLAUSE

(Information for the Section 3 Report will be input on LCPtracker)

- 3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance paid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this clause and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
- The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located or owned in substantial part by persons residing in the area of the project.
  - The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
  - The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract unless the Subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
  - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135

NOT FOR BID



**AFFIRMATIVE ACTION COMPLIANCE  
GUIDELINES FOR CONSTRUCTION AND  
NON-CONSTRUCTION CONTRACTORS**

NOT FOR BID

## AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

These Affirmative Action Compliance Guidelines have been designed to provide Contractors with information necessary to comply with Federal regulations found under Title 41, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the Contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with federal regulations regarding Affirmative Action for federally-assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

### I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

#### A. The Affirmative Action program embodies the following principals:

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. The implementing entity is committed to insuring that there be no discrimination by vendors, Contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
3. Contractors and Subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the open market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

#### B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:

1. Personnel affirmative action in recruitment, hiring, and promotion is required by Contractor and Subcontractors who have entered into a federally-assisted construction or non-construction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
2. Contractors and Subcontractors who enter into a CONSTRUCTION CONTRACT in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

#### C. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors:

1. All Contractors who have entered into a NON-CONSTRUCTION CONTRACT and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
2. All Subcontractors rendering services or supplies to a Contractor in the amount of \$50,000 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

#### D. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a Contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
2. Contracts for Work outside the United States
3. State and Local Governments
4. Contracts for certain educational institutions
5. Work on or near Indian Reservations
6. Specific contracts and facilities found exempt by
7. Deputy Assistant Secretary
8. National security contracts

Any Contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

### II. SATISFYING AFFIRMATIVE ACTION PLAN

#### A. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors can be met through the following:

1. Completing a Contract Compliance Qualifying Report for Non-construction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
2. Completing a Contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the Contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy ((refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

## DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

A. "Affirmative Action" is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.

B. "Affirmative Action Plan" is a written affirmative plan required of Contractors and Subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.

C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a Contractor.

D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.

E. "Contractor" means a prime Contractor or Subcontractor.

F. "Covered Area" means the geographic area described in the solicitation from which the contract resulted;

G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;

H. "Employee" means one who performs work for compensation as a person who is permanently or regularly employed by the Contractor or Subcontractor.

I. "Employer Identification Number" means the Federal Social Security Number;

J. "Handicapped Status" means any person who:

1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
2. Has a record or such impairment or,
3. Is generally regarded as having such an impairment.

K. "Employer Identification Number" means the Federal Social Security Number;

L. "Handicapped Status" means any person who:

1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.

2. Has a record or such impairment, or

3. Is generally regarded as having such an impairment.

M. "Implementing Entity" means public jurisdiction who is administering the contract.

N. "Minority" includes:

1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture origin, regardless of race);

3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

4. American Indian or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).

O. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".

P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.

Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.

R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.

S. "Vietnam-Era Veteran" means a person who:

1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

T. Violation and Appeal Procedure:

1. A Contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that complaint to the Contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.
2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall:  
1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead specifically to an allegation of the complaint shall constitute an admission of such allegation.
3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer or from the U.S. Department of Labor's OFCCP. In order to the extent applicable the provisions of said laws, programs and regulations are deemed to be part of this contract and fully set forth herein.
4. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended (Pub. L. 92-540, Title V, Sec. 503(a), Pub. L. 93-506, Title IV, Sec. 402. (38 USCA 2011-2013).
5. Rehabilitation act of 1973, as amended (Handicapped) Pub. L 93-112 as amended (29 USCA 701-794).
6. California Fair Employment Practice Act. Labor Code Sec. 14100 *et seq.*
7. Civil Rights Act of 1964, as amended (42 USCA 2000a-2000h-6) and Executive Order No. 11246, September 24, 1965, as amended.

## EQUAL OPPORTUNITY CLAUSES

The Contractor and Subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally-assisted contract. Each nonexempt prime Contractor shall include equal employment opportunity clauses in each of its nonexempt Subcontractors.

### EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Sec. 60-1.4. The following requirements apply to Contractors and Subcontractors

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24,

1965, and by rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

### **EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

This clause is inserted pursuant to Executive Order 11246 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 C.F.R. Sec. 60-250.

- (1) The Contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment, upgrading, promotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- (2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of

independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- (3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source of effort and shall involve the normal obligations which attach to the placing of a bona fide job order including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding non-discrimination in employment.
- (4) The reports required in paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

(7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.

(8) As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State Employment Service System" means the local office of the federal - state-national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly published "recall" lists.

d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the

Contractor and representatives of his employees.

(9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(10) In the event of the Contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

(12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(14) Collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

(15) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.
- (5) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor and vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.



**STANDARD FEDERAL EQUAL  
EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT PROVISIONS  
(EXECUTIVE ORDER 11246, PURSUANT TO  
41 CFR 60-4.3 (a))**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community connection).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have

unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards set forth in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female. In attaining the goals, the Contractor should make reasonable efforts to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and

shall implement affirmative action steps at least as extensive as the follow 16 steps:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the name, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's

employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in the policy manual and collective bargaining agreement; by publicizing it in the company news and annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policies and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a – p). The efforts of a Contractor association, joint Contractor-union, Contractor-

community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have both been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum

results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws

which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and federally Assisted Construction published at 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

### **Minority Goals**

The goal for the utilization of women employees on federally assisted construction contracts is set at 6.9%.

The goal for utilization of minorities, based on the Standard Metropolitan Statistical Area (SMSA) for Riverside/San Bernardino County is 19%.

For additional information on these goals, please contact the CCCP-Pacific Region at (415) 848-6969.

## CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts  
and related subcontracts exceeding \$100,000)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor to include, or to be included, the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOT FOR BID

**- Insert -**

**DAVIS-BACON WAGE DETERMINATION**

NOT FOR BID

NOT FOR BID



## **SAMPLE DOCUMENTS**

(Including Exhibits A through C)

NOT FOR BID



Economic Development Agency  
Community Development and Housing

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

| PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| PROJECT NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PROJECT CODE: |
| PROJECT ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |
| PRIME CONTRACTOR NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |
| <p>As the Prime Contractor for the above referenced project, I hereby make the following certification and acknowledgment with respect to the applicability of <b>"DAVIS-BACON AND RELATED ACTS"</b> requirements:</p> <p>1. By entering into this contract I certify and acknowledge that the above referenced project is federally funded and, as the Prime Contractor, I am solely responsible for complying with the <b>"DAVIS-BACON AND RELATED ACTS"</b> requirements; and</p> <p>2. The Prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed a wage not less than the highest wage applicable to the work classifications. If no federal work classification appears to apply, the Prime Contractor shall make a written request to the County of San Bernardino to obtain the applicable work classification and wage rate prior to the start of construction. The Prime Contractor is solely responsible for ensuring that all Subcontractors are in compliance with the <b>"DAVIS-BACON AND RELATED ACTS"</b> requirements.</p> |               |
| PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DATE          |
| PRIME CONTRACTOR SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | TITLE         |
| IF PRIME CONTRACTOR IS A CORPORATION OR PARTNERSHIP<br>LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |               |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | TITLE         |

EXHIBIT: A

Created on 8/23/2012



## SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

| SUBCONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| PROJECT NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PROJECT CODE: |
| PROJECT ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |               |
| PRIME CONTRACTOR NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |
| SUBCONTRACTOR NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |
| <p>As the undersigned Subcontractor, having executed a contract with the above named contractor on the above referenced project, hereby make the following certification and acknowledgment with respect to the applicability of <b>"DAVIS-BACON AND RELATED ACTS"</b> requirements:</p> <ol style="list-style-type: none"><li>1. By executing a contract with the above named contractor, I/we certify and acknowledge that the above referenced project is federally funded and will comply with the <b>"DAVIS-BACON AND RELATED ACTS"</b> requirements.</li><li>2. I/we have read the <b>"LABOR COMPLIANCE CONTRACT ADDENDUM"</b> including the wage determination for the above referenced project. I/we acknowledge the receipt and adherence to following provisions set forth in the <b>"FEDERAL LABOR STANDARDS PROVISIONS"</b> before participation on this project.</li><li>3. I/we will include the <b>"LABOR COMPLIANCE CONTRACT ADDENDUM"</b> including the wage determination for the above referenced project in any lower tier subcontracts/purchase orders executed. I/we will forward to Prime Contractor a copy of all executed subcontracts/purchase orders to any lower tier subcontractors within seven (7) days of the execution date.</li></ol> |               |
| SUBCONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | DATE          |
| SUBCONTRACTOR SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TITLE         |
| IF SUBCONTRACTOR IS A CORPORATION OR PARTNERSHIP<br>LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TITLE         |
| NAME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TITLE         |



Economic Development Agency  
Community Development and Housing

## CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### PRIME CONTRACTOR

PROJECT NAME:

PROJECT CODE:

PROJECT ADDRESS:

#### INSTRUCTIONS

This certification is required pursuant to **Executive Order 11246 (30 F.R. 1231-25)**. The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the **Equal Opportunity Clause**; and also, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such reports are submitted.

### BIDDER CERTIFICATION

BIDDER'S NAME:

ADDRESS:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☐ No (IF YES, identify the most recent contract.) \_\_\_\_\_

(IF NO, contractor may be required to submit an EEO-1 Survey or other reports to the Equal Employment Opportunity Commission, EEOC at 800-669-4000 or online at <http://www.eeoc.gov/eeo1survey/index.html>.

2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the County Assistant Secretary or the Equal Employment Opportunity Commission.

☐ Yes ☐ No ☐ None Required

3. Has Bidder ever been or is bidder being considered for sanction due to violation of **EXECUTIVE ORDER 11246**, as amended. <http://www.fedreg.gov/compliance/laws/comp-eeo.htm>

☐ Yes ☐ No

Certification: The information above is true and complete to the best of my knowledge and belief.

PRIME CONTRACTOR (Print Name)

TITLE

CONTRACTOR SIGNATURE

DATE

EXHIBIT: B

Created on 8/24/2012



Economic Development Agency  
Community Development and Housing

## CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### SUBCONTRACTOR

PROJECT NAME:

PROJECT NO.:

PROJECT ADDRESS:

#### INSTRUCTIONS

This certification is required pursuant to **Executive Order 11246 (30 F.R. 12315)**. The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the **Equal Opportunity Clause**; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the Prime Contractor approves the subcontract or permits work to begin under the subcontract. No contract shall be awarded unless such report is submitted.

### SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME:

ADDRESS:

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☐ No (IF YES, identify the most recent contract.) \_\_\_\_\_

(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, EEOC at 800-669-4000 or online at <http://www.eeoc.gov/eeo1survey/index.html>.

2. Compliance reports are filed in connection with such contract or subcontract with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.

☐ Yes ☐ No ☐ Not Required

3. Subcontractor has ever been or is being considered for sanction due to violation of **EXECUTIVE ORDER 11246**, as amended. <http://www.dol.gov/compliance/laws/comp-eeo.htm>

☐ Yes ☐ No

**Certification.** The information above is true and complete to the best of my knowledge and belief.

SUBCONTRACTOR (Print Name)

TITLE

SUBCONTRACTOR SIGNATURE

DATE





Economic Development Agency  
Community Development and Housing

## AFFIRMATIVE ACTION COMPLIANCE FORM FOR CONSTRUCTION CONTRACTS OVER \$10,000

| PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | SUBCONTRACTOR |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------|--|
| PROJECT NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  | PROJECT CODE: |  |
| COMPANY – CONTRACTOR NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |               |  |
| Please check the box that applies to your company to affirm an understanding and implementation of <b>AFFIRMATIVE ACTION COMPLIANCE</b> requirements and that you have read and completed the requirements for this project as noted below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |               |  |
| <input type="checkbox"/> I / We have reviewed and understand the <b>“CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)”</b> of the bid package and/or <b>“LABOR COMPLIANCE CONTRACT ADDENDUM”</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |               |  |
| <b>** MANDATORY REQUIREMENT **</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |               |  |
| <input type="checkbox"/> I / We <b>DO</b> currently maintain an effective Affirmative Action Program. The Affirmative Action Program complies with the <b>Standard Federal Equal Employment Opportunity Construction Contract Provisions Executive Order 11246, pursuant to 41 CFR 60-4.3 (a)</b> and will furnish a copy upon request.                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |               |  |
| <input type="checkbox"/> I / We <b>DO NOT</b> currently maintain an Affirmative Action Program. I / We agree to the <b>Equal Opportunity Clause for Federally-Assisted Construction Contracts (Executive Order 11246)</b> , as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR 60-1.4) of <b>“CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)”</b> of the bid package and/or <b>“LABOR COMPLIANCE CONTRACT ADDENDUM”</b> .                                                                                                                                                                                                                                                                                      |  |               |  |
| Personnel affirmative action in recruitment, hiring and promotion is required by Contractors and Subcontractors who have entered into a federally-assisted construction contract that exceeds \$10,000 or \$10,000 in the aggregate over a 12-month period. Contractors or Subcontractor who enter into a “Construction Contract” in excess of \$10,000 must take 10 specific affirmative action steps to ensure equal employment opportunity. These steps are included in <b>41 CFR 60-4.3 (a) (7)</b> and are also included under “Standard Federal Equal Employment Opportunity Construction Contract Specifications” of <b>“CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)”</b> of the bid package and/or <b>“LABOR COMPLIANCE CONTRACT ADDENDUM”</b> . |  |               |  |
| I certify the information above is true and complete to the best of my knowledge and belief.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |               |  |
| CONTRACTOR (Print Name)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | TITLE         |  |
| CONTRACTOR SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | DATE          |  |

EXHIBIT: D

Created on 3/12/2014



Economic Development Agency  
Community Development and Housing

## CERTIFICATE OF UNDERSTANDING AND AUTHORIZATION FORM

| PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SUBCONTRACTOR             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>** Complete If Owner/Officer Is <u>NOT</u> Signing Statement of Compliance **</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                           |
| PROJECT NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PROJECT CODE:             |
| COMPANY – CONTRACTOR NAME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                           |
| <p>The undersigned certifies that the company principal(s), and the authorized payroll officer have read the most current <b>“DAVIS-BACON LABOR STANDARDS”</b> (A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects) and understand the labor standards clauses pertaining to this project including the pre-construction conference discussion and all related documents required for this project by the implementing agency in the pre-construction checklist package.</p> |                           |
| <p>THE FOLLOWING PERSON(S) IS DESIGNATED AS THE PAYROLL OFFICER FOR THE UNDERSIGNED COMPANY – CONTRACTOR AND IS AUTHORIZED TO SIGN THE STATEMENT OF COMPLIANCE WHICH WILL ACCOMPANY EACH WEEKLY CERTIFIED PAYROLL REPORT FOR THIS PROJECT.</p>                                                                                                                                                                                                                                                                              |                           |
| PAYROLL AGENT (PRINT NAME)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PAYROLL AGENT (SIGNATURE) |
| OWNER/OFFICER (PRINT NAME)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | OWNER/OFFICER (SIGNATURE) |
| TITLE (PARTNER/CORPORATE OFFICER OR OWNER)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DATE                      |
| <p>*** A PAYROLL OFFICER MAY SELF-CERTIFY AUTHORIZATION TO SIGN PAYROLL REPORTS ONLY IF A SOLE-PROPRIETOR. ALL OTHERS MUST HAVE AUTHORIZATION FROM A SECOND CORPORATE OFFICER / PARTNER OR OWNER. ***</p>                                                                                                                                                                                                                                                                                                                   |                           |

EXHIBIT: E





Economic Development Agency  
Community Development and Housing

## FRINGE BENEFIT STATEMENT FORM

| PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                | SUBCONTRACTOR   |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------|-------------------------------|
| PROJECT NAME:                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                | PROJECT CODE:   |                               |
| COMPANY – CONTRACTOR NAME:                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                |                 |                               |
| Use this form to identify those bona fide Fringe Benefit Plan(s) in which your employees are participating. List all third party plans, funds or trusts to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (if any) below. Payrolls will be monitored to ensure the proper Fringe Benefit rates are being paid. Additional documentation may be required. |                                                                |                 |                               |
| CLASSIFICATION:                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                | EFFECTIVE DATE: | SUBSISTENCE OR TRAVEL PAY \$: |
| FRINGE BENEFIT HOURLY AMOUNT:                                                                                                                                                                                                                                                                                                                                                                                                               | NAME, ADDRESS AND CONTACT INFORMATION OF PLAN, FUND OR PROGRAM |                 |                               |
| VACATION/HOLIDAY \$:                                                                                                                                                                                                                                                                                                                                                                                                                        | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| HEALTH & WELFARE \$:                                                                                                                                                                                                                                                                                                                                                                                                                        | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| PENSION \$:                                                                                                                                                                                                                                                                                                                                                                                                                                 | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| APPRENTICE/TRAINING \$:                                                                                                                                                                                                                                                                                                                                                                                                                     | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| OTHER \$:                                                                                                                                                                                                                                                                                                                                                                                                                                   | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| CLASSIFICATION:                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                | EFFECTIVE DATE: | SUBSISTENCE OR TRAVEL PAY \$: |
| FRINGE BENEFIT HOURLY AMOUNT:                                                                                                                                                                                                                                                                                                                                                                                                               | NAME, ADDRESS AND CONTACT INFORMATION OF PLAN, FUND OR PROGRAM |                 |                               |
| VACATION/HOLIDAY \$:                                                                                                                                                                                                                                                                                                                                                                                                                        | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| HEALTH & WELFARE \$:                                                                                                                                                                                                                                                                                                                                                                                                                        | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| PENSION \$:                                                                                                                                                                                                                                                                                                                                                                                                                                 | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| APPRENTICE/TRAINING \$:                                                                                                                                                                                                                                                                                                                                                                                                                     | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| OTHER \$:                                                                                                                                                                                                                                                                                                                                                                                                                                   | NAME:<br>ADDRESS:<br>CONTACT INFORMATION:                      |                 |                               |
| I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above:                                                                                                                                                                                                                                                                                                                  |                                                                |                 |                               |
| CONTRACTOR (PRINT NAME)                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                | TITLE           |                               |
| CONTRACTOR SIGNATURE                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                | DATE            |                               |

EXHIBIT: F

## FRINGE BENEFIT FORM INSTRUCTIONS

**Supplemental statements MUST be submitted during the progress of work should a change in rate of any of the classifications be made.**

**NOTE:** To receive credit for employer paid benefit contributions, plans must be bona fide and contributions must be documented. On the Fringe Benefit Statement, indicate the name, address and phone number of the administrator of the Plan, Fund or Program.

**VACATION PLAN/PAID HOLIDAY DOCUMENTATION:** Please submit copies of your company's policy for employer paid vacation and holidays. For vacation, please explain how you track the vacation hours for each employee. Additionally, please submit copies of monthly reports or statements from the bank/fund depository showing that the plan and vacation amounts are available for the workers.

**HEALTH AND WELFARE DOCUMENTATION:** For your Health & Welfare Plan, please submit copies of the plan documentation indicating monthly or quarterly billings for the covered benefits (and deducting all benefits per worker), as well as statements and copies of checks transmitted by your company to the trust fund or plan for these benefits.

**PENSION PLAN DOCUMENTATION:** Please submit copies of the plan documentation from the Plan Administrator including the plan summary, account balances, monthly or quarterly transmissions into the account and copies of checks transmitted by your company as payments into the accounts.

**APPRENTICE/TRAINING DOCUMENTATION:** Please submit copies of an Apprentice/Training Certification Letter from your Federally Registered Program Sponsors. The apprenticeship program must be registered with the Department of Labor (DOL), Office of Apprenticeship. Include level, start or period of the apprenticeship; apprentice's wage scale and ratio information. A training or apprentice wage can be paid only if the trainee is registered in a DOL approved apprenticeship or training program or with a State Apprenticeship Agency recognized by DOL. Otherwise, the individual is to be paid the Davis-Bacon and Related Acts (DBRA) prevailing wage rate for the classification of work that they are performing regardless of their skill level. (Federal regulations DO NOT REQUIRE the employment of apprentices on federally funded projects)

**OTHER DOCUMENTATION:** Please submit copies of explanation, monthly reports or statements and plan documentation from the Plan Administrator for all "OTHER" company paid plan(s). The implementing agency will verify plan(s) for employer to receive credit.

**FRINGES PAID IN CASH:** Indicate if some or all fringes will be added to the employee's basic hourly rate.

If your company does not operate under a collective bargaining agreement or contribute based on an hourly amount; you may use the following formulas to compute hourly benefits. Please be advised that examples are provided only to demonstrate how the formulas are used.

**Annual Calculation:** The annual calculation is based on 2080 hours per year (40hrs x 52 weeks per year)

Formula: Employee's Basic Hourly Rate x Number of Benefit Hours (8 Hrs a Day x Number of Days) divided by 2080 Annual Hours.

Example: If \$20/Hr, with 80 vacation hours a year, the hourly rate would calculate as follows:

$\$20 \times 80 \text{ Hrs} = \$1,600 \text{ divided by } 2,080 \text{ hours per year} = \$ .77$

Fringe Benefit Hourly Amount: \$.77

**Monthly Calculation:** The monthly calculation factor 173.33 is based on 2080 hours per year divided by 12 months.

Formula: Monthly Benefit Plan Contribution divided by 173.33

Example: If employer pays \$200/month for a medical benefit, the monthly hourly rate calculates as follows:

A monthly plan contribution of \$200 divided by 173.33 = \$1.15

Fringe Benefit hourly amount: \$1.15



Economic Development Agency  
Community Development and Housing

## AUTHORIZATION FOR PAYROLL DEDUCTION(S)

| PRIME CONTRACTOR           | SUBCONTRACTOR |
|----------------------------|---------------|
| PROJECT NAME:              | PROJECT CODE: |
| COMPANY – CONTRACTOR NAME: |               |
| EMPLOYEE NAME:             | EMPLOYEE #:   |

**MUST** be completed and signed by the employee who has "OTHER/GARNISH" deduction(s) subtracted from his/her payroll. Deduction types include: Alimony, Child Support, other Court-Ordered Deductions, Garnishments, Uniforms, 401K, Loans, Advance Paybacks, or Insurance, etc. This form is to be submitted before the first Certified Payroll reflecting the deduction(s). **ALL** "Other/Garnish" deductions must be accompanied by **supporting documentation**.

| DEDUCTION TYPE: | EXPLANATION FOR DEDUCTION(S): | WEEKLY AMOUNT: |
|-----------------|-------------------------------|----------------|
|                 |                               |                |
|                 |                               |                |
|                 |                               |                |
|                 |                               |                |
|                 |                               |                |
|                 |                               |                |

I, \_\_\_\_\_, HEREBY AUTHORIZE \_\_\_\_\_  
(PRINT EMPLOYEE NAME) (COMPANY - CONTRACTOR NAME)  
TO MAKE THE ABOVE LISTED DEDUCTION(S) FROM MY PAYROLL CHECK. IT IS UNDERSTOOD THAT THESE DEDUCTIONS ARE IN THE INTEREST OF THE EMPLOYEE AND NOT A CONDITION OF EMPLOYMENT, OR A DIRECT OR INDIRECT FINANCIAL BENEFIT ACCRUING TO THE EMPLOYER, AND NOT OTHERWISE FORBIDDEN BY LAW.

EMPLOYEE SIGNATURE

DATE

CONTRACTOR SIGNATURE

DATE

EXHIBIT: G

*Permits and Agreements  
(Brown Pages)*

*inserted here*

***LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)***

***CEQA Exemption NOE***

***NEPA Categorically Exclusion***

**NOT FOR BID**



U.S. Department of Housing and Urban  
Development  
451 Seventh Street, SW  
Washington, DC 20410  
[www.hud.gov](http://www.hud.gov)  
[espanol.hud.gov](http://espanol.hud.gov)

**Environmental Review for Activity/Project that is  
Categorically Excluded Subject to Section 58.5  
Pursuant to 24 CFR 58.35(a)**

**Project Information**

**Project Name:** CNTY--Big-Bear-St-0250

**HEROS Number:** 900000010200302

**Responsible Entity (RE):** SAN BERNARDINO COUNTY, Community Development and Housing -  
Economic Development Agency San Bernardino CA, 92415

**State / Local Identifier:** California

**RE Preparer:** Thomas Ramirez

**Certifying Officer:** Gary Hallen

**Grant Recipient (if different than Responsible Entity):**

**Point of Contact:**

**Consultant (if applicable):**

**Point of Contact:**

**Project Location:** , Big Bear, CA 92413

**Additional Location Information:**

NY

**Project Comments to:**

**Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:**

This project is for the reconstruction/construction of various infrastructure improvements such as but not limited to reconstruction of streets, reconstruction/construction of sidewalks, curbs, gutters in a low to moderate income, primarily residential, developed areas.

**Maps, photographs, and other documentation of project location and description:****Level of Environmental Review Determination:****Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at 58.5:**

58.34(a)(12)

58.35(a)(1)

**Determination:**

|   |                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | This categorically excluded activity/project converts to <b>EXEMPT</b> per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; <b>Funds may be committed and drawn down after certification of this part</b> for this (now) EXEMPT project, OR                                                 |
|   | This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, <b>publish NOI/RROF and obtain "Authority to Use Grant Funds"</b> (HUD 7015) under Section 58.70 and 58.71 before committing or drawing down any funds; OR |
|   | This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).                                                                                                                                                                                   |

**Approval Documents:**[Signed Sig page CNTY Big Bear 0250.pdf](#)**7015.15 certified by Certifying Officer on:****7015.16 certified by Authorizing Officer on:****Funding Information**

| Grant / Project Identification Number | HUD Program                              | Program Name                                            |
|---------------------------------------|------------------------------------------|---------------------------------------------------------|
| 14.218                                | Community Planning and Development (CPD) | Community Development Block Grants (CDBG) (Entitlement) |

**Estimated Total HUD Funded, Assisted**    \$1,000,000.00

or Insured Amount:

Estimated Total Project Cost:

\$1,000,000.00

**Compliance with 24 CFR §50.4, §58.5 and §58.6 Laws and Authorities**

|                                                                                                                                                     |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Compliance Factors:</b><br>Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4, §58.5, and §58.6                                  | Are formal compliance steps or mitigation required?                 | Compliance determination<br>(See Appendix A for source determination)                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 &amp; § 58.6</b>                                                              |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Airport Hazards</b><br>Clear Zones and Accident Potential Zones; 24 CFR Part 51 Subpart D                                                        | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | The project site is not within 15,000 feet of a military airport or 7,500 feet of a civilian airport. The project is in compliance with Airport Hazards requirements.                                                                                                                                                                                                                                                                                                 |
| <b>Coastal Barrier Resources Act</b><br>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Flood Insurance</b><br>Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 1901-4128 and 42 USC 5154a] | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements. |
| <b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 &amp; § 58.5</b>                                                              |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Air Quality</b><br>Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93                                          | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Based on the project description, this project includes no activities that would require further evaluation under the Clean Air Act. The project is in compliance with the Clean Air Act.                                                                                                                                                                                                                                                                             |
| <b>Coastal Zone Management Act</b><br>Coastal Zone Management Act, sections 307(c) & (d)                                                            | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | This project is not located in or does not affect a Coastal Zone as defined in the state Coastal Management Plan. The                                                                                                                                                                                                                                                                                                                                                 |



|                                                                                                                                            |                                                                     |                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                            |                                                                     | project is in compliance with the Coastal Zone Management Act.                                                                                                                                                                                                                                                                                  |
| <b>Contamination and Toxic Substances</b><br>24 CFR 50.3(i) & 58.5(i)(2)]                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Site contamination was evaluated as follows: None of the above. On-site or nearby toxic, hazardous, or radioactive substances that could affect the health and safety of project occupants or conflict with the intended use of the property were not found. The project is in compliance with contamination and toxic substances requirements. |
| <b>Endangered Species Act</b><br>Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402                                   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | This project will have No Effect on listed species based on a letter of understanding, memorandum of agreement, programmatic agreement, checklist provided by local HUD office. This project is in compliance with the Endangered Species Act.                                                                                                  |
| <b>Explosive and Flammable Hazards</b><br>Above-Ground Tanks)[24 CFR Part 51 Subpart C                                                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with explosive and flammable hazard requirements.                                                                                                                                    |
| <b>Farmlands Protection</b><br>Farmland Protection Policy Act of 1981, particularly sections 1544(b) and 1541; 7 CFR Part 658              | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | This project does not include any activities that could potentially convert agricultural land to a non-agricultural use. The project is in compliance with the Farmland Protection Policy Act.                                                                                                                                                  |
| <b>Floodplain Management</b><br>Executive Order 11988, particularly section 2(a); 24 CFR Part 55                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | This project does not occur in a floodplain. The project is in compliance with Executive Order 11988.                                                                                                                                                                                                                                           |
| <b>Historic Preservation</b><br>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800             | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Based on the project description the project has No Potential to Cause Effects. The project is in compliance with Section 106.                                                                                                                                                                                                                  |
| <b>Noise Abatement and Control</b><br>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Based on the project description, this project includes no activities that would require further evaluation under HUD's noise regulation. The project is in compliance with HUD's Noise regulation.                                                                                                                                             |
| <b>Sole Source Aquifers</b><br>Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | The project is not located on a sole source aquifer area. The project is in compliance with Sole Source Aquifer requirements.                                                                                                                                                                                                                   |

|                                                                                                            |                                                                     |                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wetlands Protection</b><br>Executive Order 11990, particularly sections 2 and 5                         | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Based on the project description this project includes no activities that would require further evaluation under this section. The project is in compliance with Executive Order 11990. |
| <b>Wild and Scenic Rivers Act</b><br>Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | This project is not within proximity of a NWSRS river. The project is in compliance with the Wild and Scenic Rivers Act.                                                                |
| <b>HUD HOUSING ENVIRONMENTAL STANDARDS</b>                                                                 |                                                                     |                                                                                                                                                                                         |
| <b>ENVIRONMENTAL JUSTICE</b>                                                                               |                                                                     |                                                                                                                                                                                         |
| <b>Environmental Justice</b><br>Executive Order 12898                                                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | No adverse environmental impacts were identified in the project's final environmental review. The project is in compliance with Executive Order 12898.                                  |

**Mitigation Measures and Conditions [40 CFR 1505.6(b)]:**

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

| Law, Authority, or Factor | Mitigation Measure / Condition | Comments on Completed Measures | Complete |
|---------------------------|--------------------------------|--------------------------------|----------|
|---------------------------|--------------------------------|--------------------------------|----------|

**Mitigation Plan**

N/A

**Supporting documentation on completed measures**

## APPENDIX A: Related Federal Laws and Authorities

### Airport Hazards

| General policy                                                                                                          | Legislation | Regulation               |
|-------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|
| It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields. |             | 24 CFR Part 51 Subpart D |

1. To ensure compatible land use development, you must determine your site's proximity to civil and military airports. Is your project within 15,000 feet of a military airport or 2,500 feet of a civilian airport?

☒ No

Based on the response, the reviewer is in compliance with this section. Document and upload the map showing that the site is not within the applicable distances to a military or civilian airport below

☐ Yes

### Screen Summary

#### Compliance Determination

The project site is not within 15,000 feet of a military airport or 2,500 feet of a civilian airport. The project is in compliance with Airport Hazards requirements.

#### Supporting documentation

[Airport Dist Big Bear St proj .jpg](#)

Are normal compliance steps or mitigation required?

☐ Yes

☒ No

**Coastal Barrier Resources**

| General requirements                                                                                                                                                                              | Legislation                                                                                                           | Regulation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------|
| HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS. | Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501) |            |

This project is located in a state that does not contain CBRA units. Therefore, this project is in compliance with the Coastal Barrier Resources Act.

**Screen Summary****Compliance Determination****Supporting documentation**

[Coastal Zone Management CBRS NOT in San Bernardino County.pdf](#)

**Are formal compliance steps or mitigation required?**

Yes

✓ No

## Flood Insurance

| General requirements                                                                                                                                                                                    | Legislation                                                         | Regulation                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------|
| Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained. | Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128) | 24 CFR 50.4(b)(1) and 24 CFR 50.4(b)(2) and (b)(3); 24 CFR 55.1(b) |

**1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?**

- ☒ No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

### Screen Summary

#### Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

#### Supporting documentation

[Flood Map Big Bear St proj 0250.jpg](#)

#### Are formal compliance steps or mitigation required?

Yes

☒ No

## Air Quality

| General requirements                                                                                                                                                                                                                                                                                                                                                            | Legislation                                                                                                 | Regulation                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|---------------------------|
| The Clean Air Act is administered by the U.S. Environmental Protection Agency (EPA), which sets national standards on ambient pollutants. In addition, the Clean Air Act is administered by States, which must develop State Implementation Plans (SIPs) to regulate their state air quality. Projects funded by HUD must demonstrate that they conform to the appropriate SIP. | Clean Air Act (42 USC 7401 et seq.) as amended particularly Section 176(c) and (d) (42 USC 7506(c) and (d)) | 40 CFR Parts 6, 51 and 93 |

1. Does your project include new construction or conversion of land use facilitating the development of public, commercial, or industrial facilities OR five or more dwelling units?

Yes

✓ No

Based on the response, the review is in compliance with this section.

### Screen Summary

#### Compliance Determination

Based on the project description, this project includes no activities that would require further evaluation under the Clean Air Act. The project is in compliance with the Clean Air Act.

#### Supporting Documentation

[Big Bear St Air Qual 0250.docx](#)

Are normal compliance steps or mitigation required?

Yes

✓ No

## Coastal Zone Management Act

| General requirements                                                                                                                                                                                               | Legislation                                                                                                  | Regulation      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-----------------|
| Federal assistance to applicant agencies for activities affecting any coastal use or resource is granted only when such activities are consistent with federally approved State Coastal Zone Management Act Plans. | Coastal Zone Management Act (16 USC 1451-1464), particularly section 307(c) and (d) (16 USC 1456(c) and (d)) | 15 CFR Part 930 |

### 1. Is the project located in, or does it affect, a Coastal Zone as defined in your state Coastal Management Plan?

Yes

✓ No

Based on the response, the reviewer is in compliance with this section. Document and upload all documents used to make your determination below.

#### Screen Summary

##### **Compliance Determination**

This project is not located in or does not affect a Coastal Zone as defined in the state Coastal Management Plan. The project is in compliance with the Coastal Zone Management Act.

##### **Supporting documentation**

[Coastal Zone Management CBRS NOT in San Bernardino County\(1\).png](#)

##### **Are further compliance steps or mitigation required?**

Yes

✓ No

## Contamination and Toxic Substances

| General requirements                                                                                                                                                                                                                                                                                                     | Legislation | Regulations                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------------------|
| It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of the occupants or conflict with the intended utilization of the property. |             | 24 CFR 58.5(i)(2)<br>24 CFR 50.3(i) |

**1. How was site contamination evaluated? Select all that apply. Document and upload documentation and reports and evaluation explanation of site contamination below.**

American Society for Testing and Materials (ASTM) Phase I Environmental Site Assessment (ESA)

ASTM Phase II ESA

Remediation or clean-up plan

ASTM Vapor Encroachment Screening

☒ None of the Above

**2. Were any on-site or nearby toxic, hazardous, or radioactive substances found that could affect the health and safety of project occupants or conflict with the intended use of the property? (Were any recognized environmental conditions or RECs identified in a Phase I ESA and confirmed in a Phase II ESA?)**

☒ No

**Explain:**

This project is for infrastructure improvements such as curb, gutter, sidewalks, road on an existing, primarily residential area and therefore are no occupants of these type of improvements.

Based on the response, the review is in compliance with this section.

Yes

### Screen Summary

#### **Compliance Determination**

Site contamination was evaluated as follows: None of the above. On-site or nearby toxic, hazardous, or radioactive substances that could affect the health and safety of project occupants or conflict with the intended use of the property were not found. The project is in



compliance with contamination and toxic substances requirements.

**Supporting documentation**

[EPA fac near Big Bear St Proj 0250.jpg](#)

**Are formal compliance steps or mitigation required?**

Yes

✓ No

NOT FOR BID

## Endangered Species

| General requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ESA Legislation                                                                                            | Regulations     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------|
| Section 7 of the Endangered Species Act (ESA) mandates that federal agencies ensure that actions that they authorize, fund, or carry out shall not jeopardize the continued existence of federally listed plants and animals or result in the adverse modification or destruction of designated critical habitat. Where their actions may affect resources protected by the ESA, agencies must consult with the Fish and Wildlife Service and/or the National Marine Fisheries Service ("FWS" and "NMFS" or "the Services"). | The Endangered Species Act of 1973 (16 U.S.C. 1531 <i>et seq.</i> ); particularly section 7 (16 USC 1536). | 50 CFR Part 402 |

### 1. Does the project involve any activities that have the potential to affect species or habitats?

No, the project will have No Effect due to the nature of the activities involved in the project.

- ✓ No, the project will have No Effect based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office

Explain your determination:

The area is already developed and this project does not increase the number of people who live in the area or visit the area.

Based on the response, the review is in compliance with this section. Document and upload all documents used to make your determination below.

Yes, the activities involved in the project have the potential to affect species and/or habitats.

### Screen Summary

#### Compliance Determination

The project will have No Effect on listed species based on a letter of understanding, memorandum of agreement, programmatic agreement, or checklist provided by local HUD office. This project is in compliance with the Endangered Species Act.

#### Supporting documentation

[Endang Spec map Big Bear St 0250.jpg](#)

Are formal compliance steps or mitigation required?

Yes

✓ No

NOT FOR BID

### Explosive and Flammable Hazards

| General requirements                                                                                                                    | Legislation | Regulation               |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------|
| HUD-assisted projects must meet Acceptable Separation Distance (ASD) requirements to protect them from explosive and flammable hazards. | N/A         | 24 CFR Part 51 Subpart C |

1. Is the proposed HUD-assisted project itself the development of a hazardous facility (a facility that mainly stores, handles or processes flammable or combustible chemicals such as bulk fuel storage facilities and refineries)?

☒ No

☐ Yes

2. Does this project include any of the following activities: development, construction, rehabilitation that will increase residential densities, or conversion?

☒ No

Based on the response, the review is in compliance with this section.

☐ Yes

#### Screen Summary Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with explosive and flammable hazard requirements.

#### Supporting documentation

Are there any compliance steps or mitigation required?

☐ Yes

☒ No

## Farmlands Protection

| General requirements                                                                                                              | Legislation                                                    | Regulation                     |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------|
| The Farmland Protection Policy Act (FPPA) discourages federal activities that would convert farmland to nonagricultural purposes. | Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) | <a href="#">7 CFR Part 658</a> |

1. Does your project include any activities, including new construction, acquisition of undeveloped land or conversion, that could convert agricultural land to a non-agricultural use?

Yes

✓ No

If your project includes new construction, acquisition of undeveloped land or conversion, explain how you determined that agricultural land would not be converted:

The area is already developed and this project does not increase the urbanization of the area.

Based on the response, the review is in compliance with this section. Document and upload all documents used to make your determination below.

### Screen Summary

#### Compliance Determination

This project does not include any activities that could potentially convert agricultural land to a non-agricultural use. The project is in compliance with the Farmland Protection Policy Act.

#### Supporting documentation

Are normal compliance steps or mitigation required?

Yes

✓ No

## Floodplain Management

| General Requirements                                                                                                                                                                                    | Legislation           | Regulation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|
| Executive Order 11988, Floodplain Management, requires federal activities to avoid impacts to floodplains and to avoid direct and indirect support of floodplain development to the extent practicable. | Executive Order 11988 | 24 CFR 55  |

1. Do any of the following exemptions apply? Select the applicable exemption? [only one selection possible]

55.12(c)(3)

55.12(c)(4)

55.12(c)(5)

55.12(c)(6)

55.12(c)(7)

55.12(c)(8)

55.12(c)(9)

55.12(c)(10)

55.12(c)(11)

☒ None of the above

2. Upload a FEMA/FIRM map showing the site here:

[Flood Map Big Bear St proj 0250\(2\).jpg](#)

The Federal Emergency Management Agency (FEMA) designates floodplains. The FEMA Map Service Center provides this information in the form of FEMA Flood Insurance Rate Maps (FIRMs). For projects in areas not mapped by FEMA, use **the best available information** to determine floodplain information. Include documentation, including a discussion of why this is the best available information for the site.

Does your project occur in a floodplain?

☒ No

Based on the response, the review is in compliance with this section.

☐ Yes

**Screen Summary****Compliance Determination**

This project does not occur in a floodplain. The project is in compliance with Executive Order 11988.

**Supporting documentation**

[Flood Map Big Bear St proj 0250\(1\).jpg](#)

**Are formal compliance steps or mitigation required?**

Yes

✓ No

NOT FOR BID

## Historic Preservation

| General requirements                                                                                                                                                                                                            | Legislation                                                            | Regulation                                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Regulations under Section 106 of the National Historic Preservation Act (NHPA) require a consultative process to identify historic properties, assess project impacts on them, and avoid, minimize, or mitigate adverse effects | Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) | 36 CFR 800 "Protection of Historic Properties"<br><a href="http://www.access.gpo.gov/nara/cfr/waisidx_10/36cfr800_10.html">http://www.access.gpo.gov/nara/cfr/waisidx_10/36cfr800_10.html</a> |

### Threshold

#### Is Section 106 review required for your project?

- No, because the project consists solely of activities listed as exempt in a Programmatic Agreement (PA ). (See the PA Database to find applicable PAs.)
- ✓ No, because the project consists solely of activities included in a No Potential to Cause Effects memo or other determination [36 CFR 800.304(1)].
- Yes, because the project includes activities with potential to cause effects (direct or indirect).

#### Threshold (b). Document and upload the memo or explanation/justification of the other determination below:

This project provides funds to reconstruct/construct infrastructure improvements, such as existing streets, curb, gutter, sidewalks with soil disturbance at an extremely small amount and therefore it has been determined this project will not adversely effect something of historical significance

Based on the response, the review is in compliance with this section.

### Screening Summary

#### Compliance Determination

Based on the project description the project has No Potential to Cause Effects. The project is in compliance with Section 106.

### Supporting documentation

#### Are formal compliance steps or mitigation required?



Yes

✓ No

NOT FOR BID

## Noise Abatement and Control

| General requirements                                                                                                            | Legislation                                                                                                                                       | Regulation                   |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| HUD's noise regulations protect residential properties from excessive noise exposure. HUD encourages mitigation as appropriate. | Noise Control Act of 1972<br><br>General Services Administration<br>Federal Management Circular 75-2: "Compatible Land Uses at Federal Airfields" | Title 24 CFR 51<br>Subpart B |

### 1. What activities does your project involve? Check all that apply:

☐ New construction for residential use

☐ Rehabilitation of an existing residential property

☐ A research demonstration project which does not result in new construction or reconstruction

☐ An interstate land sales registration

☐ Any timely emergency assistance under disaster assistance provision or appropriations which are provided to save lives, protect property, protect public health and safety, remove debris and wreckage, or assistance that has the effect of restoring facilities substantially as they existed prior to the disaster

☒ None of the above

### Screen Summary

#### Compliance Determination

Based on the project description, this project includes no activities that would require further evaluation under HUD's noise regulation. The project is in compliance with HUD's Noise regulation.

#### Supporting Documentation

Are formal compliance steps or mitigation required?

☐ Yes

☒ No

NOT FOR BID

### Sole Source Aquifers

| General requirements                                                                                                                                                                                                         | Legislation                                                                      | Regulation      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------------|
| <b>The Safe Drinking Water Act of 1974 protects drinking water systems which are the sole or principal drinking water source for an area and which, if contaminated, would create a significant hazard to public health.</b> | Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f et seq., and 21 U.S.C. 349) | 40 CFR Part 149 |

1. Does the project consist solely of acquisition, leasing, or rehabilitation of an existing building(s)?

Yes

✓ No

2. Is the project located on a sole source aquifer (SSA)?

A sole source aquifer is defined as an aquifer that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. This includes streamflow source areas, which are upstream areas of losing streams that flow into the recharge area.

< No

✓

Based on the response, the review is in compliance with this section. Document and upload documentation used to make your determination, such as a map of your project (or jurisdiction, if appropriate) in relation to the nearest SSA and its source area, below.

Yes

3. Does your region have a memorandum of understanding (MOU) or other working agreement with Environmental Protection Agency (EPA) for HUD projects impacting a sole source aquifer?

Yes

No

**Screen Summary****Compliance Determination**

The project is not located on a sole source aquifer area. The project is in compliance with Sole Source Aquifer requirements.

**Supporting documentation**

[Sole Source Acq Big Bear St 0250.jpg](#)

**Are formal compliance steps or mitigation required?**

Yes

✓ No

NOT FOR BID

## Wetlands Protection

| General requirements                                                                                                                                                                                                                                                                                                                                                                                                                        | Legislation           | Regulation                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------|
| Executive Order 11990 discourages direct or indirect support of new construction impacting wetlands wherever there is a practicable alternative. The Fish and Wildlife Service's National Wetlands Inventory can be used as a primary screening tool, but observed or known wetlands not indicated on NWI maps must also be processed. Off-site impacts that result in draining, impounding, or destroying wetlands must also be processed. | Executive Order 11990 | 24 CFR 55.20 can be used for general guidance regarding the 8 Step Process. |

1. Does this project involve new construction as defined by Executive Order 11990, expansion of a building's footprint, or ground disturbance? The term "new construction" shall include draining, dredging, channelizing, filling, diking, impounding, and related activities and any structures or facilities begun or authorized after the effective date of the Order.

☒ No

Based on the response, the review is in compliance with this section.

Yes

### Screen Summary

#### Compliance Determination

Based on the project description this project includes no activities that would require further evaluation under this section. The project is in compliance with Executive Order 11990.

#### Supporting Documentation

Are further compliance steps or mitigation required?

Yes

☒ No

## Wild and Scenic Rivers Act

| General requirements                                                                                                                                                                                                                                                              | Legislation                                                                                                         | Regulation      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------------|
| The Wild and Scenic Rivers Act provides federal protection for certain free-flowing, wild, scenic and recreational rivers designated as components or potential components of the National Wild and Scenic Rivers System (NWSRS) from the effects of construction or development. | The Wild and Scenic Rivers Act (16 U.S.C. 1271-1287), particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c)) | 36 CFR Part 297 |

### 1. Is your project within proximity of a NWSRS river?

✓ No

Yes, the project is in proximity of a Designated Wild and Scenic River or Study Wild and Scenic River.

Yes, the project is in proximity of a National Rivers Inventory (NRI) River.

#### Screen Summary

##### Compliance Determination

This project is not within proximity of a NWSRS river. The project is in compliance with the Wild and Scenic Rivers Act.

##### Supporting documentation

[National Rivers Inventory - San Bernardino California Table.pdf](#)

##### Are formal compliance steps or mitigation required?

Yes

✓ No

## Environmental Justice

| General requirements                                                                                                                                                                                                   | Legislation           | Regulation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------|
| Determine if the project creates adverse environmental impacts upon a low-income or minority community. If it does, engage the community in meaningful participation about mitigating the impacts or move the project. | Executive Order 12898 |            |

HUD strongly encourages starting the Environmental Justice analysis only after all other laws and authorities, including Environmental Assessment factors, necessary, have been completed.

1. Were any adverse environmental impacts identified in any compliance review portion of this project's total environmental review?

Yes

✓ No

Based on the response, the review is in compliance with this section.

### Screen Summary

#### **Compliance Determination**

No adverse environmental impacts were identified in the project's total environmental review. The project is in compliance with Executive Order 12898.

#### **Supporting documentation**

Are primary compliance steps or mitigation required?

Yes

✓ No





U.S. Department of Housing and Urban  
Development  
451 Seventh Street, SW  
Washington, DC 20410  
[www.hud.gov](http://www.hud.gov)  
[espanol.hud.gov](http://espanol.hud.gov)

**Environmental Review for Activity/Project that is  
Categorically Excluded Subject to Section 58.5  
Pursuant to 24 CFR 58.35(a)**

**Project Information**

**Project Name:** CNTY--Big-Bear-St-0250

**HEROS Number:** 900000010200302

**State / Local Identifier:** California

**Project Location:** , Big Bear, CA 92413

**Additional Location Information:**  
N/A

**Description of the Proposed Project [24 CFR 58.12 & 58.32; 49 CFR 1508.25]:**

This project is for the reconstruction/construction of various infrastructure improvements such as but not limited to reconstruction of streets, reconstruction/construction of sidewalks, curbs, gutters in a low to moderate income, primarily residential, developed area.

**Level of Environment Review Determination:**

Categorically Excluded per 24 CFR 58.35(a) and subject to laws and authorities at §58.5:  
58.34(a)(12)  
58.35(a)(1)

**Funding Information**

| Grant Number | HUD Program                              | Program Name                                            |
|--------------|------------------------------------------|---------------------------------------------------------|
| 14.21        | Community Planning and Development (CPD) | Community Development Block Grants (CDBG) (Entitlement) |

**Estimated Total HUD Funded Amount:** \$1,000,000.00

**Estimated Total Project Cost [24 CFR 58.2 (a) (5)]:** \$1,000,000.00

**Mitigation Measures and Conditions [CFR 1505.2(c)]:**

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project

contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

| Law, Authority, or Factor | Mitigation Measure or Condition | Comments on Completed Measures | Complete |
|---------------------------|---------------------------------|--------------------------------|----------|
|---------------------------|---------------------------------|--------------------------------|----------|

**Determination:**

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | This categorically excluded activity/project converts to <b>EXEMPT</b> per Section 58.34(c)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, it requires any formal permit or license; <b>Funds may be committed and drawn down after certification of this part</b> for this (now) EXEMPT project; OR                                                 |
| <input type="checkbox"/>            | This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, <b>publish a DROF and obtain Authority to Use Grant Funds</b> " (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR |
| <input type="checkbox"/>            | This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 2 Subpart E due to extraordinary circumstances (Section 58.35(c)).                                                                                                                                                                                   |

Preparer Signature: Thomas Ramirez Date: 6-25-2021

Name / Title/ Organization: Thomas Ramirez / / SAN BERNARDINO COUNTY

Responsible Entity Agency Official Signature: Bryan Anderson Date: 6-25-2021

Name/ Title: Bryan Anderson, Supervising Analyst

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



# Interoffice Memo

**DATE** February 1, 2022

**PHONE** 387-8109

**FROM** **ANTHONY PHAM**, P.E., Division Chief  
Environmental Management Division

**MAIL CODE** 080

**TO** **MERVAT MIKHAIL**, P.E., Division Chief  
Transportation Design Division

File: CDBG/District 3/ Yard -9

**SUBJECT** **CEQA REVIEW: BALDWIN LANE SIDEWALK CONSTRUCTION PROJECT (H15-29)**

## Project Description and Location

The San Bernardino County Public Works Department (DWP) is proposing a project to install approximately 3,000-feet of sidewalk with ADA ramps and curb and gutter on the north side of Baldwin Lane from about 400-feet west of Maple Lane to Creekside Lane in the community of Big Bear, San Bernardino County (see Regional/Vicinity Map and Location Map). The existing area within the project footprint is comprised of asphalt and a paved roadway with a graded dirt shoulder, bordered by residential housing, a community park, and a school. Three trees located along the shoulder of Sugarloaf Park are proposed for removal during project activities. Utilities may need to be relocated as part of the proposed construction. Equipment planned for this project will include, but is not limited to: Concrete Mixer, Backhoe, Paver, Roller and Loader Truck (for removed concrete).

No traffic detours or nighttime construction are planned. Construction activities will occur on or adjacent to existing roads, asphalt or graded and maintained dirt shoulder. Construction duration is anticipated to be approximately 50 working-days.

County of San Bernardino Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays. This project is exempt from a Tree Removal Permit per County Land Use Code 88.01.030 (b) exempts tree removal from lands owned by United States, State of California, or local governmental entity.

This project is funded with Gas Tax and Community Development Block Grant (CDBG) and administered by San Bernardino County Community Development and Housing Agency (CDH). CDH provided National Environmental Policy Act (NEPA) compliance.

## Biological Resources Evaluation

EMD Ecological Resources Specialists completed an evaluation of the proposed Project; the evaluation included literature and site review. The site review indicated the vegetation bordering the project area on the north consists of mixed native and non-native tree species within the adjacent residential properties, and sparse ground cover on the graded shoulder. No sign of nesting raptors were observed in any of the trees within or surrounding the project area. No rare or listed plant species or other sensitive taxa were observed. Given the highly disturbed and limited unpaved habitat within the project area EMD Ecological Resources Specialists concluded it is unlikely that the proposed project area would support any listed species, however, trees located nearby could support various species of nesting birds.

To avoid potential impacts to rare or listed plant species or other sensitive taxa and any nesting migratory birds, the following conditions are recommended;

## Biological Resources Conditions

As a consequence of the limited nature of the project activities and the disturbed nature of the project footprint we have determined that project related activities will not significantly impact any sensitive habitat and/or species. However, to ensure no significant impacts to sensitive species occurs, the following actions should be taken:

1. A rare plant survey by a qualified botanist will be conducted during the appropriate season (spring) prior to construction to identify and minimize impacts to rare and special status plants;
  - a. If rare and/or special status plants are observed, all appropriate documentation, protection, and/or relocation procedures, will occur prior to construction initiation.
2. If work occurs during the nesting bird season (March 15 – September 1), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work;
  - b. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored;
3. All trees will be surveyed prior to removal regardless of season;
4. All staging areas will be surveyed and cleared by a biologist prior to equipment staging.

## Cultural Resources Evaluation

To avoid impacts to cultural resources, the following conditions are recommended;

### Cultural Resources Conditions

1. Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

## ENVIRONMENTAL DETERMINATION

In compliance with the California Environmental Quality Act (CEQA), Environmental Management Division staff has reviewed the proposed project.

The Proposed Project qualifies for a Class 4 Categorical Exemption, "Minor Alterations to Land" under Section 15304(a) of the CEQA guidelines. Class 4 (a) consists of the "Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist." The project also qualifies for a Class 2 Categorical Exemption, "Replacement or reconstruction" under Section 15302(c) "Replacement or reconstruction of existing utility systems and or facilities involving negligible or no expansion of capacity."

## General Conditions

1. All work, including equipment staging, will remain on paved areas. No new work outside disturbed areas or existing rights-of-way (i.e. existing shoulder-to-shoulder and/or curb-to-curb) will be performed without further environmental evaluations.
2. Material staging area shall be clearly delineated in order to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-ways, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.
3. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle in order to contain any drips, leaks, and or spills. All food and maintenance tools shall be removed from the site daily. Please contact EMD, at (909) 387-7897, with any questions.

It is our opinion that the proposed Baldwin Lane Sidewalk Project meets the criteria for an exemption under Section 15304(a) and 15302(c) of the CEQA Guidelines. To complete the Categorical Exemption process, I recommend that a Notice of Exemption, together with the required fee, be filed with the Clerk of the Board of Supervisors of the County of San Bernardino. A Notice of Exemption to be filed is included with this IOM. Should you need further information or have any questions, please contact AJ Gerber, Planner at x78109, who coordinated this review.

AP:AJ:nl

Attachment: Notice of Exemption  
Location Map  
Vicinity Map

# Notice of Exemption

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: San Bernardino County  
Department of Public Works  
Environmental Management Division  
825 E. Third Street, Room 123  
San Bernardino, CA 92415-0835

☒ Clerk of the Board of Supervisors  
San Bernardino County  
385 North Arrowhead Avenue, Second Floor  
San Bernardino, CA 92415-0130

## Project Description

**Project Title:** Baldwin Lane Sidewalk Construction Project.

**Project Location:** The Proposed Project is planned for the north side of Baldwin Lane from about 400-feet west of Maple Lane to Creekside Lane in the community of Big Bear, San Bernardino County (see Regional/Vicinity Map and Location Map)

**Project Description:** The Proposed Project consist of installing approximately 3,000-feet of sidewalk with ADA ramps and curb and gutter. Three trees located along the shoulder at Sugarloaf Park are proposed for removal during project activities. County Development Code 88.01.030 (b) exempts tree removal from lands owned by United States, State of California, or local governmental entity. Utilities may need to be relocated as part of the proposed construction. Equipment planned for this project will included but is not limited to: Concrete Mixer, Backhoe, Paver, Roller and Loader/Truck (for removed concrete).

No traffic detours or nighttime construction are planned. Construction activities will occur on or adjacent to existing roads, asphalt or graded and maintained dirt shoulder. Construction duration is anticipated to be approximately 50 working-days.

Anthony Pham, P.E.

Lead Agency Contact Person

(909) 387-8109

## Applicant

San Bernardino County Dept of Public Works

825 E. Third Street

Address

San Bernardino, CA 92415-0835

(909) 387-8109

Phone

## Representative

AJ Gerber

Name

Same as Applicant

Address

Same as Applicant

Phone

Exempt Statute (check one)

- ☐ Ministerial [Sec. 21080(B)(1); 15268];  
☐ Declared Emergency [Sec. 21080(B)(3); 15269(a)];  
☐ Emergency Project [Sec. 21080(B)(4); 15269(b)];

☒ Categorical Exemption. State type and section: Class 4 Categorical Exemption Section 15304(a) Minor Alterations to Land and Class 2, 15302(c) Replacement or Reconstruction

☐ Statutory Exemptions. State code number: \_\_\_\_\_

☐ Other Exemption: \_\_\_\_\_

Reason why project is exempt: Section 15304(a) PRC: less than 10% slope exist 15304(a) shoulder currently used for pedestrian walkway. Also, Section 15302(c) PRC: Replacement of asphalt or dirt to concrete walkways.

Chief, Environmental Mgmt. Div.

Signature Anthony Pham, P.E.

Title

Date

☒ Signed by Lead Agency

☐ Signed by Applicant

Date received for filing at OPR: N/A

# BALDWIN LANE SIDEWALK PROJECT

Project Location

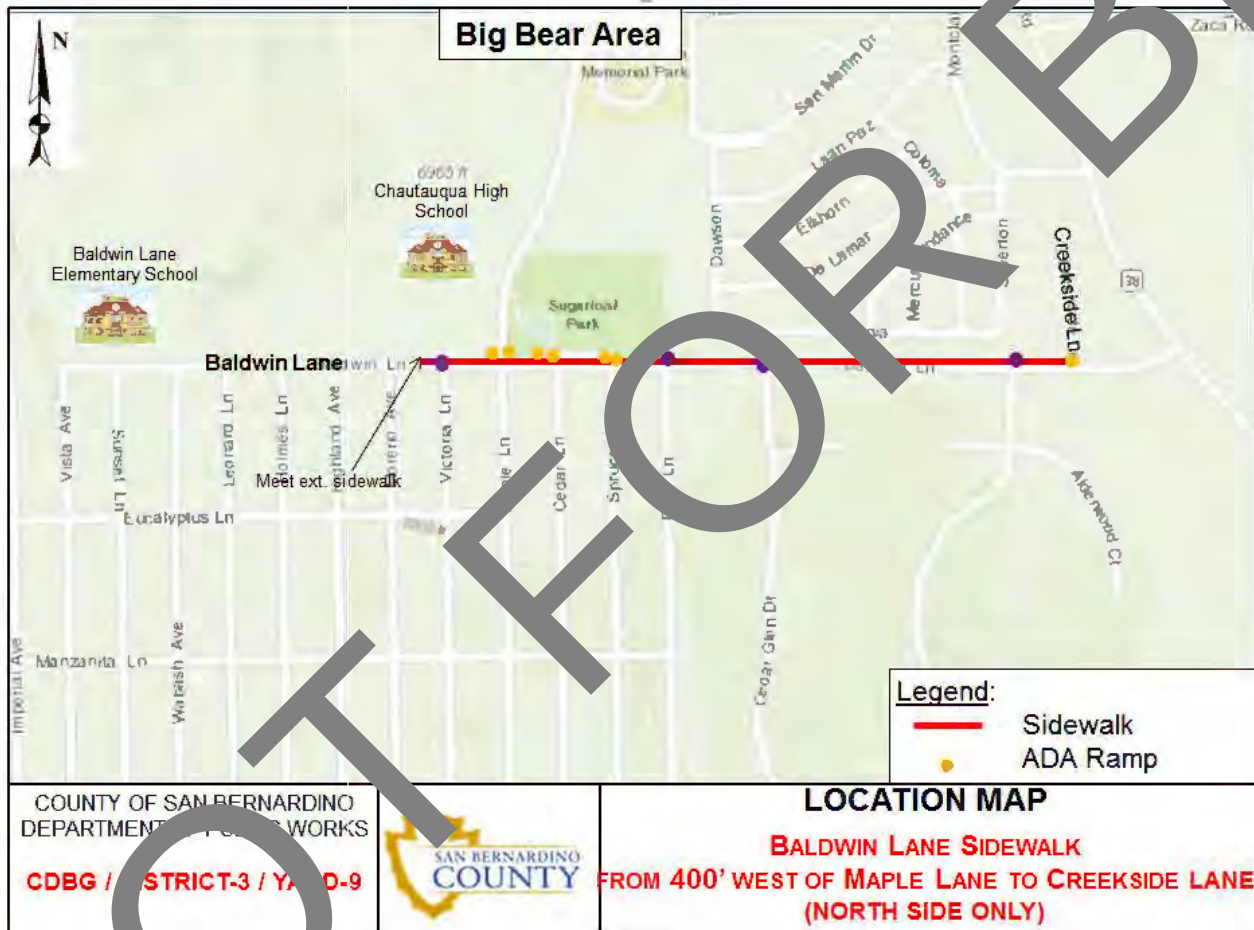




# BALDWIN LANE SIDEWALK PROJECT

Big Bear Lake Area, CA  
Yard 9, SD 3

WORK ORDER NO.: H15029





*Standard and Special Drawings  
(Green Pages)*

*inserted here*

## ***LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)***

### **NOTICE TO THE RESIDENTS**

Spanish and English

### **SAN BERNARDINO COUNTY STANDARDS:**

|     |      |      |      |
|-----|------|------|------|
| 109 | 116  | 117  | 135B |
| 303 | 303A | 303B |      |

### **STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 606-4 (3 SHEETS)**

### **CALTRANS STANDARD PLANS 2015:**

|        |         |     |
|--------|---------|-----|
| RSP T9 | RSP T10 | T13 |
|--------|---------|-----|

### **CALTRANS STANDARD PLANS 2018**

|      |      |      |      |      |      |
|------|------|------|------|------|------|
| A20A | A20B | A20D | A21C | A24D | A24E |
| A87A | A87B | A88A |      |      |      |

### **CA MUTCD 2014 REV 4:**

|                 |                  |                   |
|-----------------|------------------|-------------------|
| FIGURE 2A-2(CA) | FIGURE 2C-13(CA) | FIGURE 3B-102(CA) |
| FIGURE 6H-28    | FIGURE 6H-29     | SEC. 6D.01        |
| SEC. 6D.02      |                  |                   |



## NOTIFICACIÓN A LOS RESIDENTES DE BALDWIN LANE

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con (Company name) para (type of work) la calle llamada (name of road) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha de (start date) y (end date). Las horas elegidas para hacer este trabajo serán entre las \_\_\_\_\_ de la mañana y \_\_\_\_\_ de la tarde de lunes a viernes.

Habrà letreros indicando que "No Habrà Estacionamiento" en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada por esta razón pedimos lo siguiente:

1. No estacionen sus vehículos en la calle.
2. No permita que corre el agua hacia la calle.
3. No permita que los niños jueguen en la calle.
4. No ponga los botes de basura o cualquier otra basura en la calle.

Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

**Muchas Gracias.**

**(Company name)**

**(Company contact name)**

**(Company phone number)**

**Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.**



## NOTICE TO THE RESIDENTS OF BALDWIN LANE

The County of San Bernardino Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) area. The construction shall include (detailed description of work).

This work will be performed between the dates (start date) and (end date).

Normal working hours will be between the hours of \_\_\_\_\_ M. and \_\_\_\_\_ P.M. Monday through Friday.

There will be "No Parking Signs" posted on your street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

1. Do not park your vehicles on the roadway
2. Do not allow water to run on the roadway
3. Do not allow children to play in the roadway
4. Do not place trash cans or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

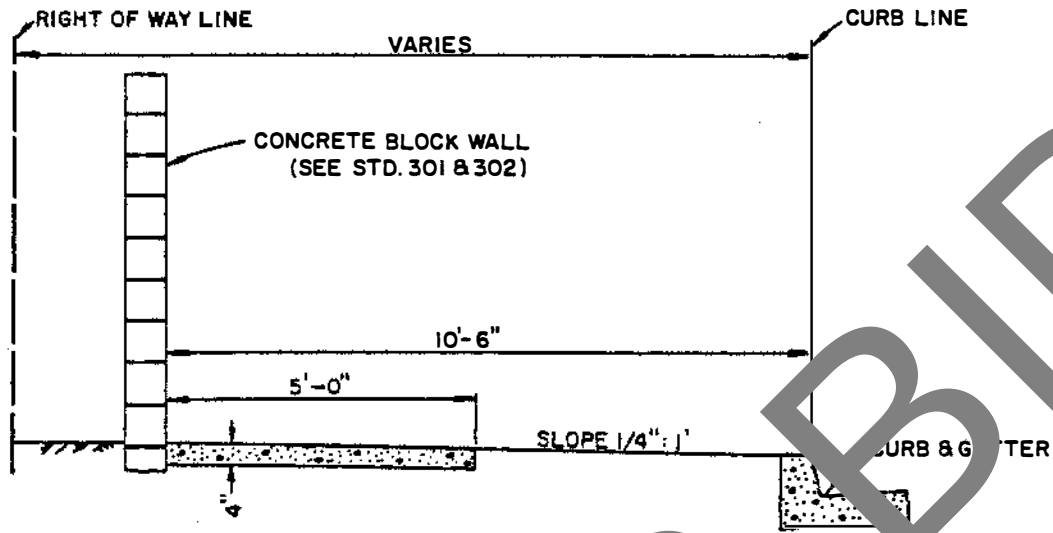
**Thank you.**

**(Company name)**

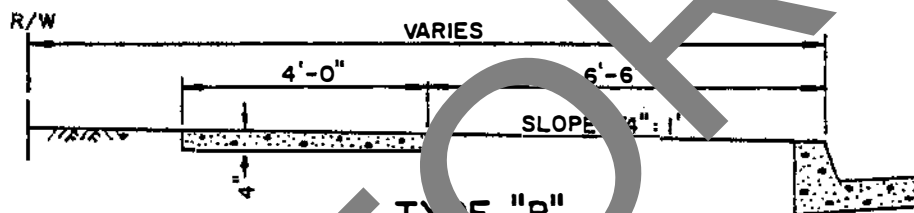
**(Company contact name)**

**(Company phone number)**

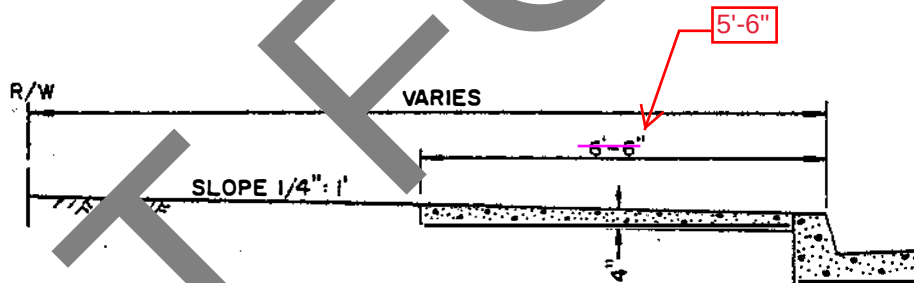
**If you need further assistance contact the Department of Public Works at (909) 387-7920**



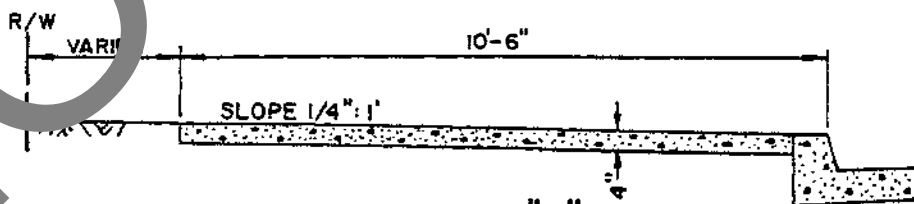
**TYPE "A"**



**TYPE "B"**



**TYPE "C"**



**TYPE "D"**

1. TYPE "C" SIDEWALKS ADJACENT TO CURB SHALL ONLY BE USED ON LOCAL AND COLLECTOR STREETS AND ONLY UPON APPROVAL OF THE TRANSPORTATION DEPT.
2. SIDEWALK SHALL BE CONSTRUCTED OF ~~CLASS "B" CONCRETE~~ MINOR CONCRETE
3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED ON 10' SPACING.
4. SCORING SIDEWALK WILL BE PERMITTED.
5. INEXPANSIVE SOIL AREAS, REFER TO SECTION 73 OF THE COUNTY SPECIFICATIONS.

San Bernardino County Transportation Department

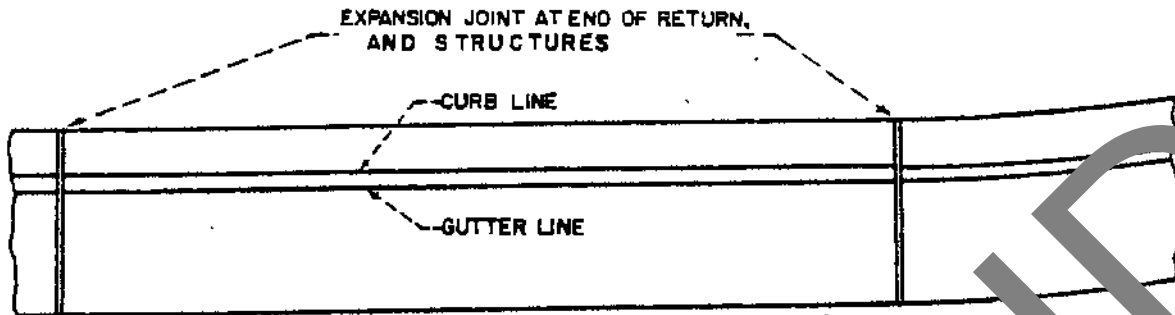
APP MAR 1975

John R. Shone

DIRECTOR OF TRANSPORTATION

**SIDEWALK**

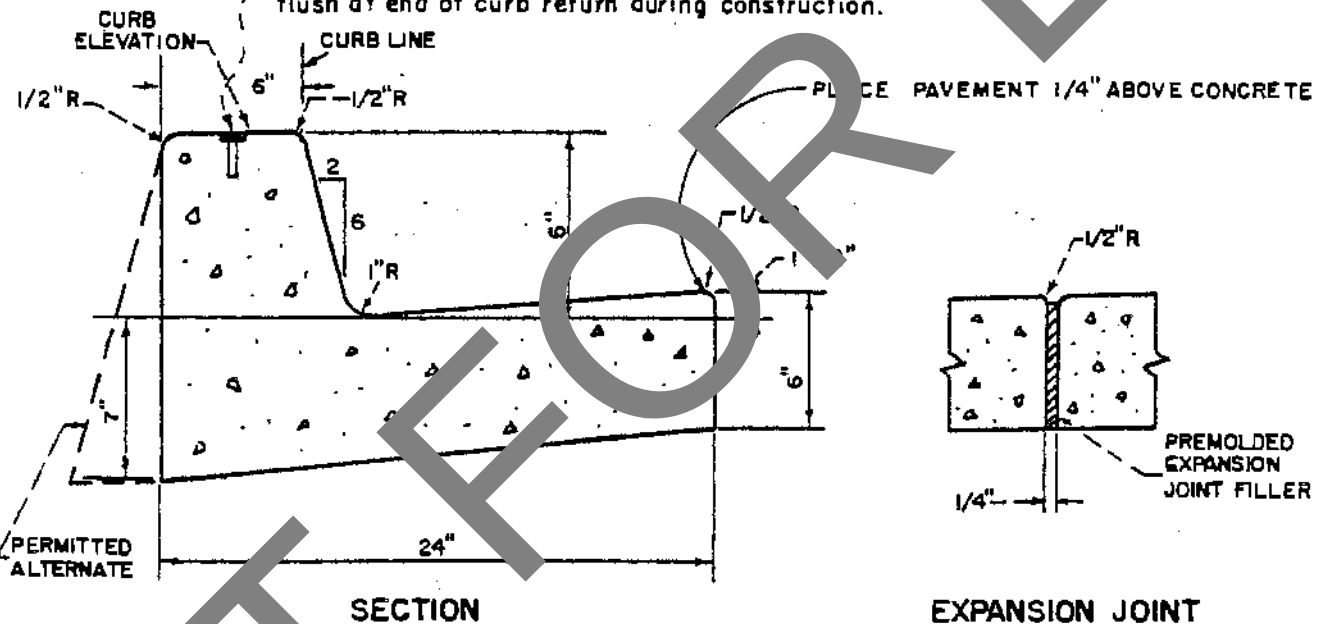
(MOD)  
109



### PLAN

0.0495 CUBIC YARD PER LINEAL FOOT.  
20.2 LINEAL FEET PER CUBIC YARD.

Survey reference point (#10 Round Head Brass Screw, minimum length 1 1/4") set flush at end of curb return during construction.



### EXPANSION JOINT

### NOTES:

1. 6" CURB SHALL ONLY BE USED ON LOCAL STREETS WHERE DRAINAGE PERMITS.
2. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF CLASS "B" CONCRETE. MINOR CONC.
3. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
4. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT 10-FOOT INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS.
5. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.

SAN BERNARDINO COUNTY TRANS. DEPARTMENT

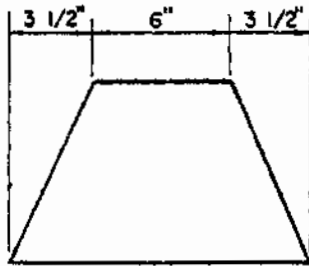
APPR 3-75  
Rev. VEH 2-79

John R. Shone  
DIRECTOR OF TRANSPORTATION

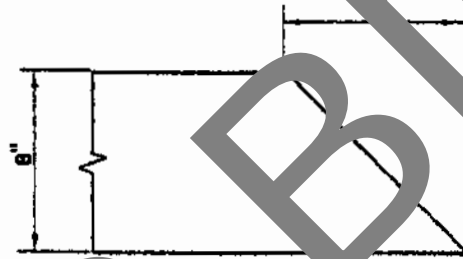
6"  
CURB AND GUTTER

MOD

116



SECTION



AND CUTOFF

8" DIKE

NOTES:

1. DIKE SHALL BE CONSTRUCTED OF TYPE B ASPHALT CONCRETE.
2. PAINT BINDER SHALL BE PLACED ON EXISTING ASPHALT CONCRETE PAVEMENT PRIOR TO THE INSTALLATION OF THE DIKE.

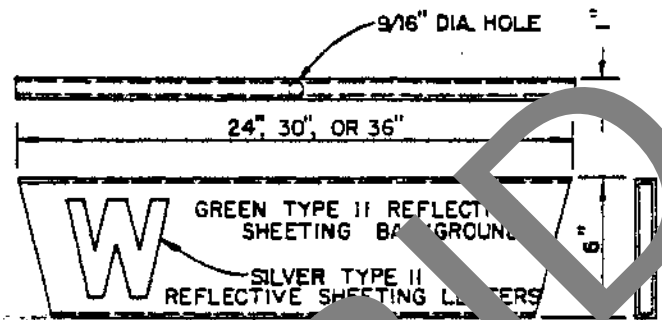
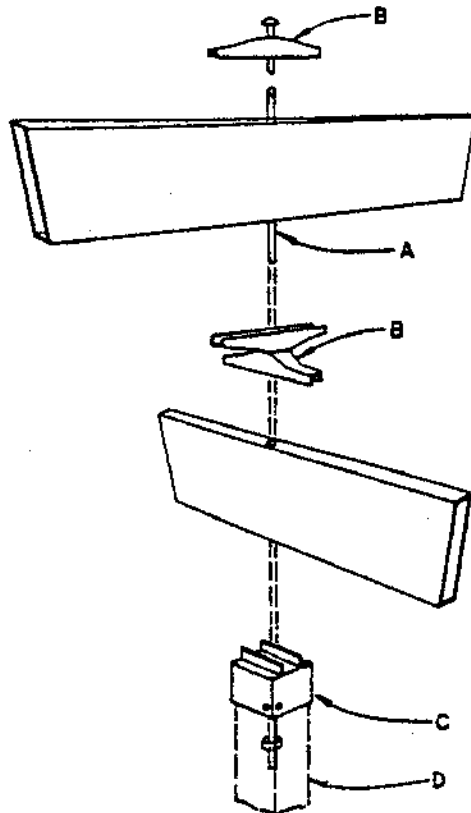
SAN BERNARDINO COUNTY ROAD DEPARTMENT

DATE: F.V.C. 6-65

*M. A. Nicholas*  
COUNTY ENGINEER

ASPHALT CONCRETE  
DIKE

117



### ASSEMBLY

A  $\frac{1}{2}$ "X15" CADMIUM PLATED CARRIAGE BOLT.

B ORNAMENTAL TOP SHALL BE 14 GAGE ANODIZED ALUMINUM. CENTER CROSS SADDLE SHALL BE ONE PIECE CAST ANODIZED ALUMINUM.

C ONE PIECE 2" CAST ANODIZED ALUMINUM POST CAP WITH FOUR  $\frac{3}{8}$ " STAINLESS STEEL ALLEN HEAD SET SCREWS.

D 2" SQ. STEEL POST 8'-12' LONG INSTALLED WITH A DRIVEN 2 1/2" SQ. STEEL BREAKAWAY BASE 3' LONG AS PER COUNTY INSTALLATION STD. 303b.

DESIGN: EACH FOUR-WAY CORNER SHALL CONSIST OF TWO DOUBLE FACE SIGNS WITH STREET NAMES MOUNTED AT RIGHT ANGLES WITH CENTER ROD ASSEMBLY.

BRACKET ASSEMBLY: THE POST CAP, ORNAMENT, AND CENTER ROD ASSEMBLY SHALL BE MADE TO MOUNT ON 2" SQ. GALVANIZED POST. THE CENTER ROD SHALL BE A  $\frac{1}{2}$ " CADMIUM PLATED CARRIAGE BOLT. HEAD OF BOLT SHALL FORM TOP OF ORNAMENT. BOLT SHALL EXTEND THROUGH SIGNS AND FASTEN WITH NUT INSIDE OF POST CAP. POST CAP SHALL BE DEEPLY GROOVED TO SECURELY HOLD SIGN FROM TWISTING AND SHALL BE SECURED TO THE PIPE WITH THREE  $\frac{3}{8}$ " STAINLESS STEEL ALLEN HEAD SET SCREWS.

MATERIAL: SIGN SHALL BE GREEN ANODIZED ALUMINUM EXTRUSION OF 6063T-4 ALLOY MATERIAL. ALL ANODIZING SHALL CONFORM WITH ALUMILITE SPECIFICATION #215-R1.

FINISH: SIGN FACES SHALL BE FHWA TYPE II REFLECTIVE SHEETING. THE TRANSPARENT PROCESS COLOR SHALL BE AS RECOMMENDED BY THE REFLECTIVE SHEETING MANUFACTURER. APPLICATION OF THE REFLECTIVE SHEETING TO THE SIGN SHALL BE BY METHODS AS APPROVED BY THE REFLECTIVE SHEETING MANUFACTURER.

LETTERING: STREET NAMES SHALL BE 4" HIGH. EACH NAME SHALL BE INDIVIDUALLY LAID OUT TO FIT EITHER THE 24" OR 30" SPACE. THE LETTERS SHALL BE OF THE ROUNDED TYPE STYLE CONFORMING WITH THE STANDARD ALPHABET FOR HIGHWAY SIGNS DESIGNED BY THE U.S. PUBLIC ROADS ADMINISTRATION. LETTERS SHALL BE FHWA TYPE II REFLECTIVE SHEETING.

SAN BERNARDINO COUNTY ROAD DEPARTMENT

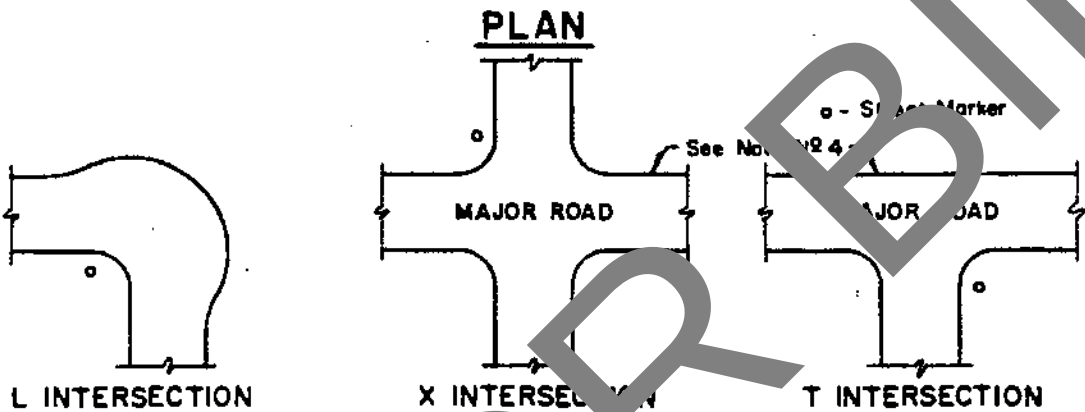
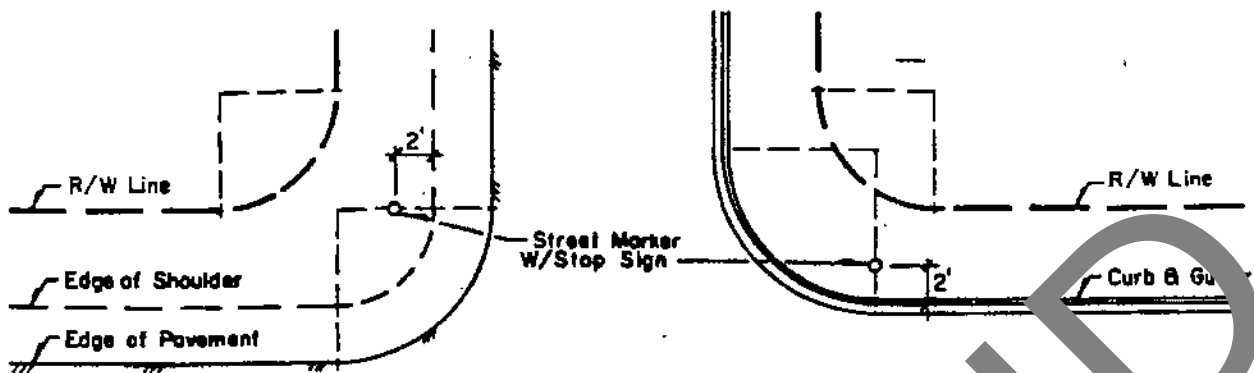
DATE: J.E.M. 11-65  
E.J. 10-81

M. A. Nicholas  
COUNTY ENGINEER

STREET MARKER

303

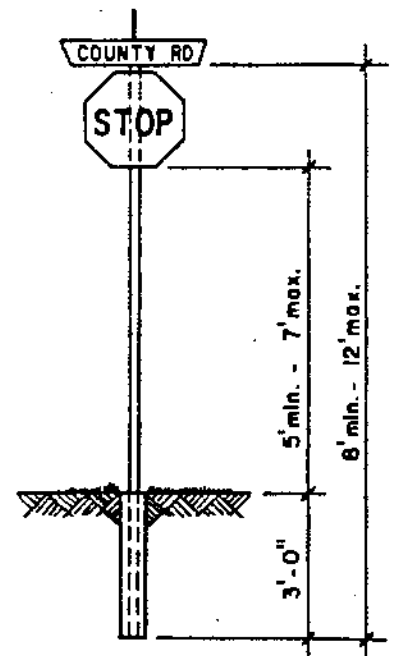




### TYPICAL LOCATION

#### NOTES:

1. Marker To Be Set On County Right Of Way.
2. Location Of Marker Shown Is Approximate.
3. Markers To Be Visible For A Distance Of 150 Feet.
4. If Either Road Is Divided Into 4 Lanes Or More (Major Road), Additional Markers Will Be Required.
5. Street Markers Located At Major Roads Will Be Mounted On 12 Foot Posts To Accommodate A Stop Sign.



### ELEVATION

SAN BERNARDINO COUNTY TRANS. DEPT.

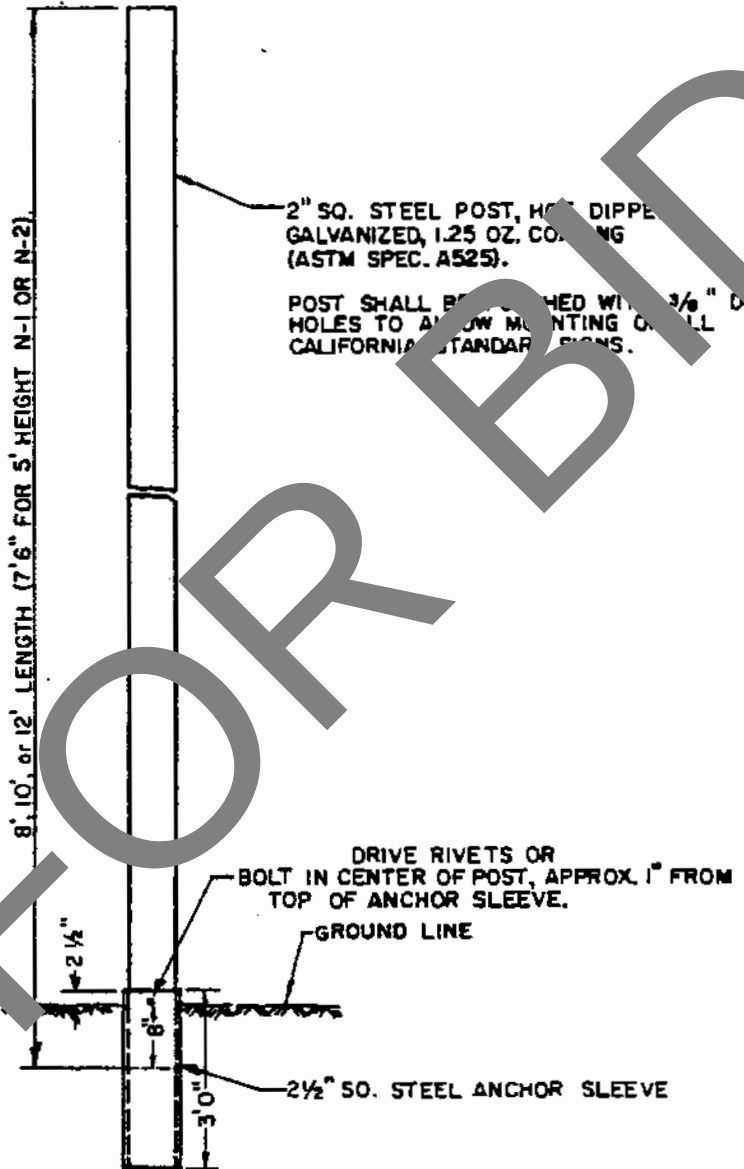
OCT. 5, 1993 v.a.c.

REV. 3/1/94

KEN A. MILLER  
Director of Transportation

STREET MARKER

303a



NOTES:

1. SEE STANDARD NO. 303a FOR MARKER LOCATIONS.
2. POST SHALL BE 2" SQ. STEEL AS SHOWN AND STATED.
3. ANCHOR SLEEVE SHALL BE 2 1/2" SQ. STEEL HOT DIPPED GALVANIZED AFTER FABRICATION (ASTM SPEC. A-123).
4. SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH COUNTY STANDARD 303.

SAN BERNARDINO COUNTY ROAD DEPARTMENT

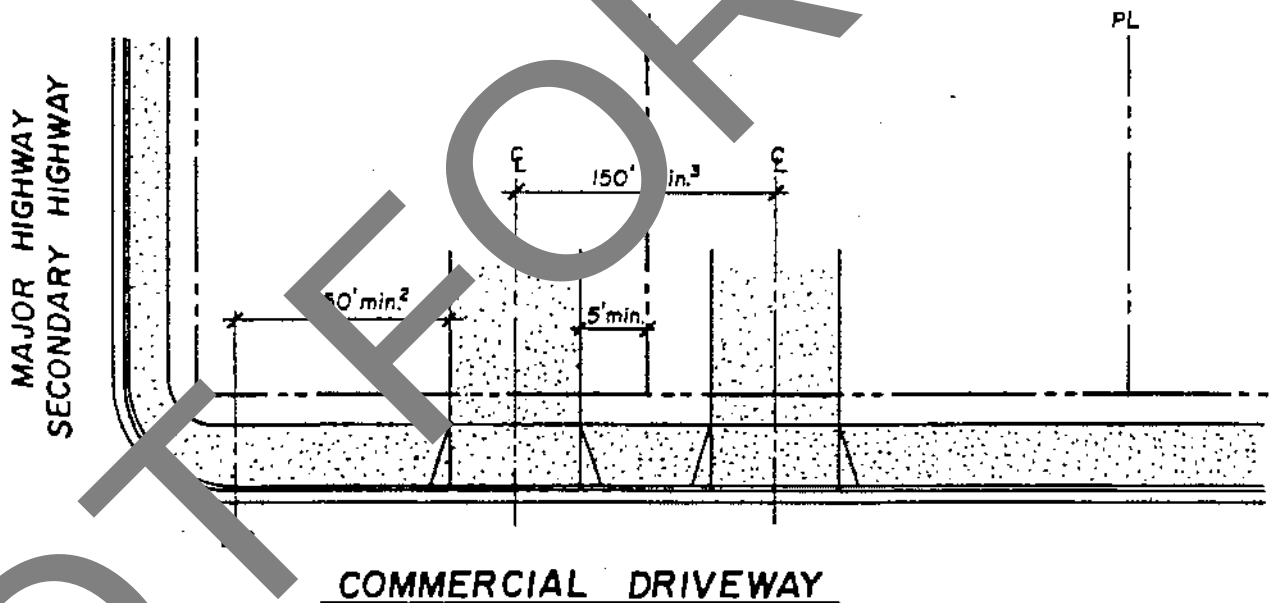
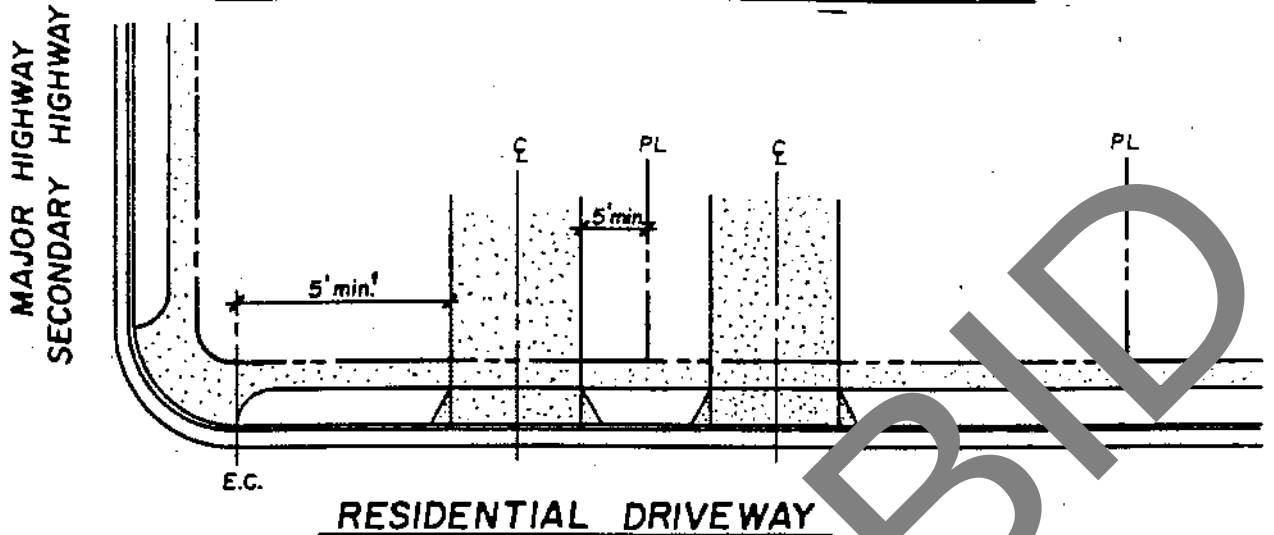
H.S. 1-71  
R.O.D. 10-87

M. A. Nicholas  
COUNTY ENGINEER

STREET MARKER  
POST INSTALLATION

303 b

## LOCAL STREET - COLLECTOR ROAD



### NOTES:

Refer To Section 6.3 In S.B. Co. Transportation Dept. Road Planning & Design Manual  
Number Of Access Points Permitted.

<sup>1</sup> 75' On Collector Roads, Except 50' If Ult. A.D.T. Is Less Than 3000.

<sup>2</sup> May Be Increased 75' On Collector Roads & 50' On Local Streets To Provide Additional Clearance For Left Turn Storage.

<sup>3</sup> Distance Determined Per Table 6-1, Page 6-3, In S.B. Co. Transportation Dept. Road Planning & Design Manual.

4-20-93 vhc

SAN BERNARDINO COUNTY TRANS. DEPT.

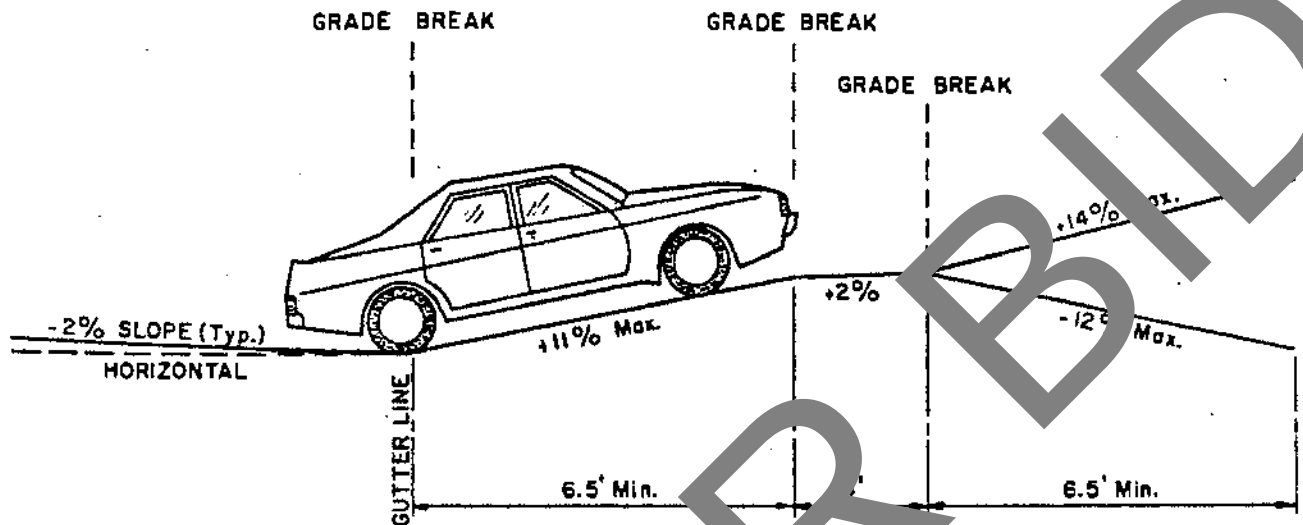
REV. 3/1/94

KEN A. MILLER  
Director of Transportation

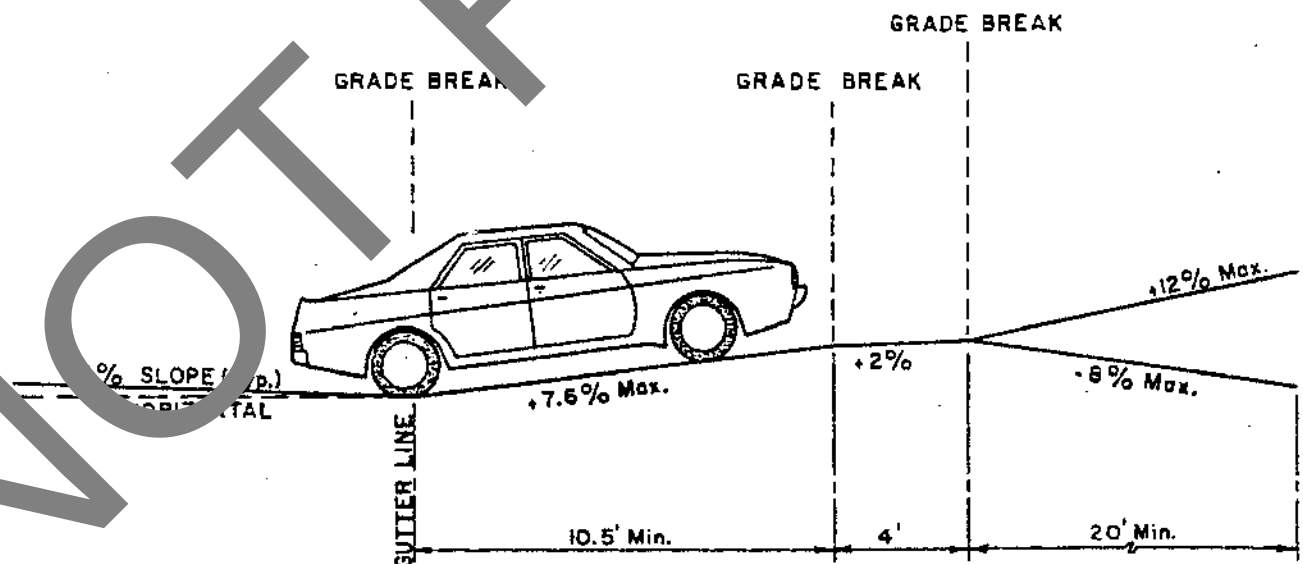
DRIVEWAY SPACING

130

## RESIDENTIAL DRIVEWAY



## COMMERCIAL DRIVEWAY



4-19-93 vhc

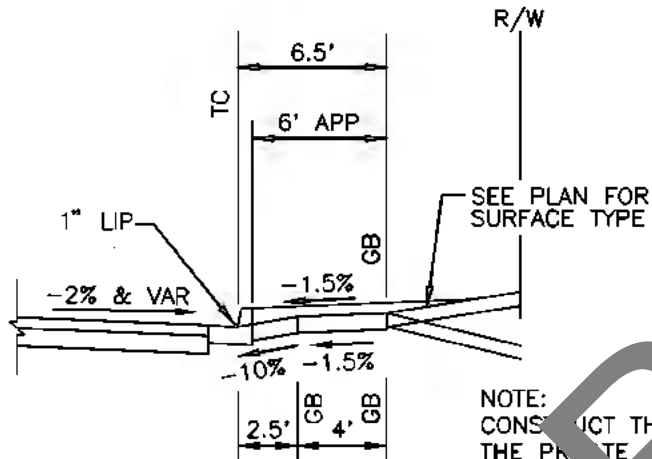
SAN BERNARDINO COUNTY TRANS. DEPT.

REV. 3/1/94

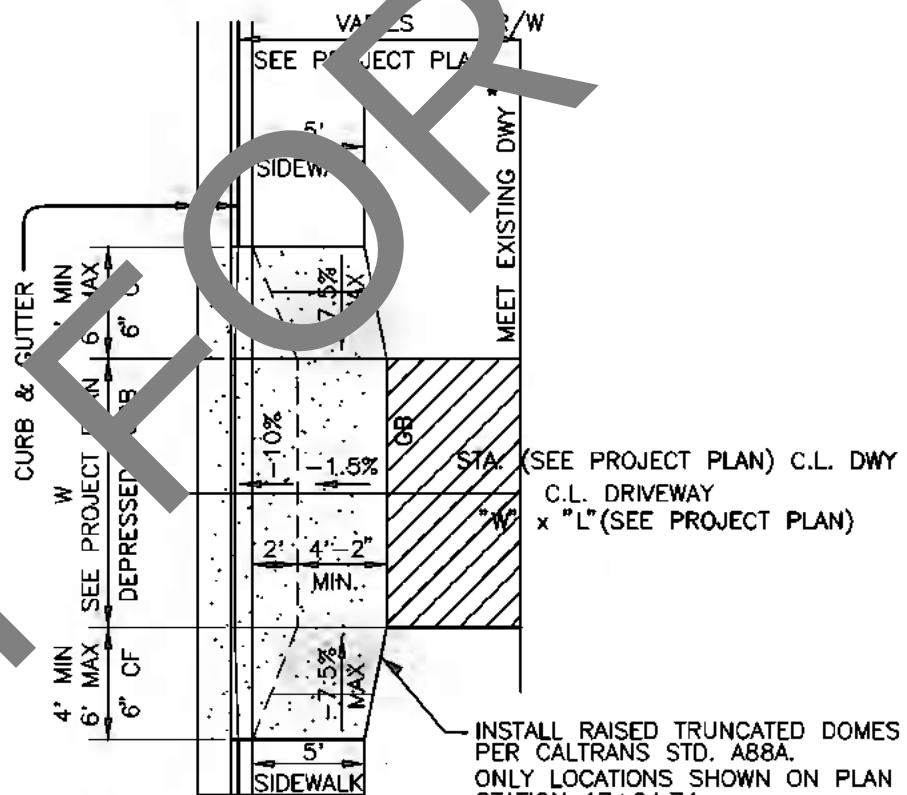
KEN A. MILLER  
Director of Transportation

DRIVEWAY GRADES

131



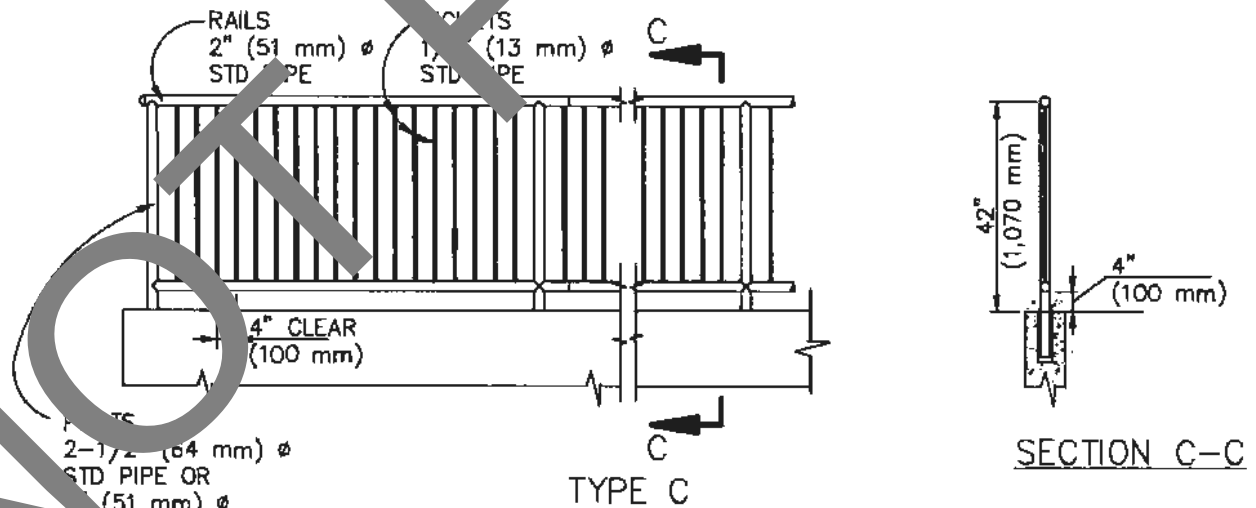
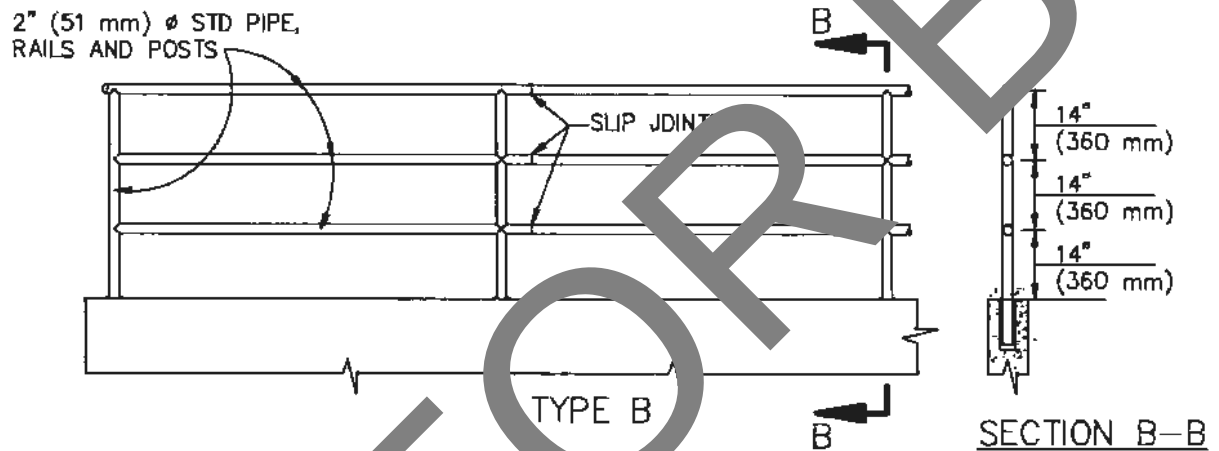
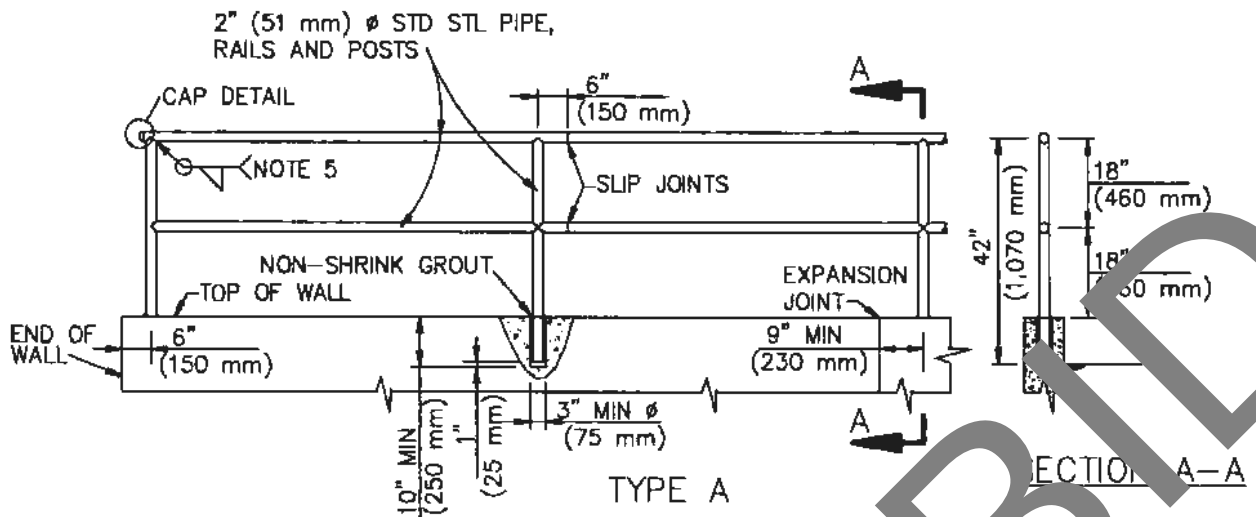
NOTE:  
CONSTRUCT THE DRIVE GRADE OF  
THE PRIVATE ON-SITE DRIVEWAY TO  
PROVIDE SMOOTH VEHICLE ACCESS  
OVER THE DRIVE APPROACH.



\*NOTE:  
FOR APPLICABLE NOTES  
& DRIVEWAY REQUIREMENTS  
SEE CO STDS 130 (1-4) & 131.

| DRIVEWAY DATA:  |      |      |
|-----------------|------|------|
|                 | WMIN | WMAX |
| RESIDENTIAL     | 12'  | 26'  |
| NON-RESIDENTIAL | 24'  | 34'  |

| REV. | DATE | APPR. | SAN BERNARDINO COUNTY DEPT OF PUBLIC WORKS | SPEC. DWG. |
|------|------|-------|--------------------------------------------|------------|
|      |      |       | DRIVEWAY WITH                              | 135B       |
|      |      |       | CURB, 6' APP & 5' SIDEWALK                 |            |



ELEVATION

SEE CALIFORNIA BUILDING CODE  
FOR HANDRAIL AND OTHER REQUIREMENTS  
FOR HANDICAPPED ACCESSIBLE RAMPS OTHER  
THAN CURB RAMPS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1983  
REV. 1986, 2006, 2009, 2013

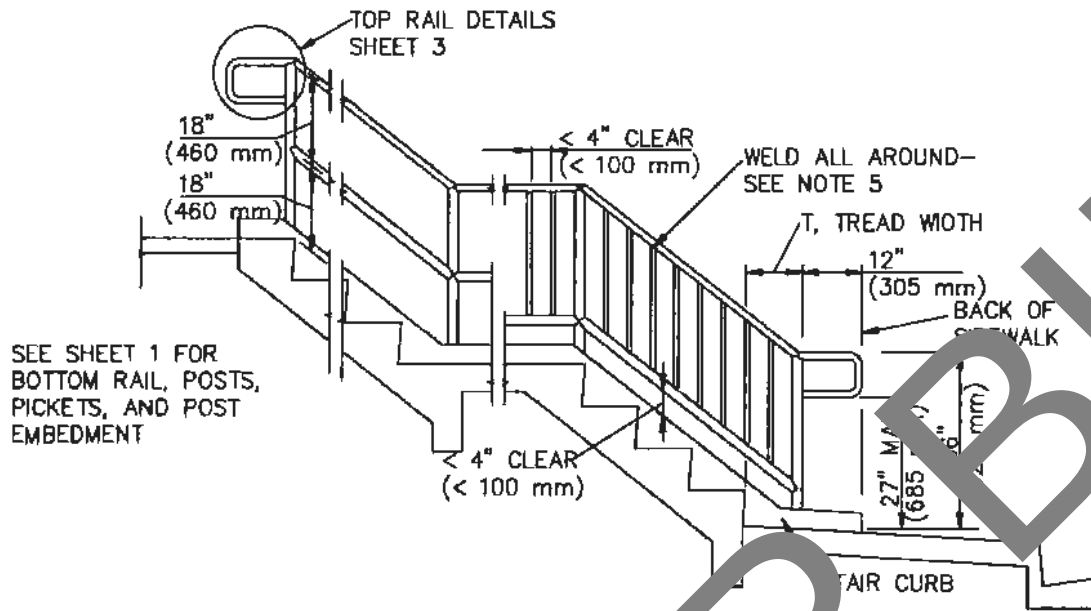
METAL HAND RAILINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

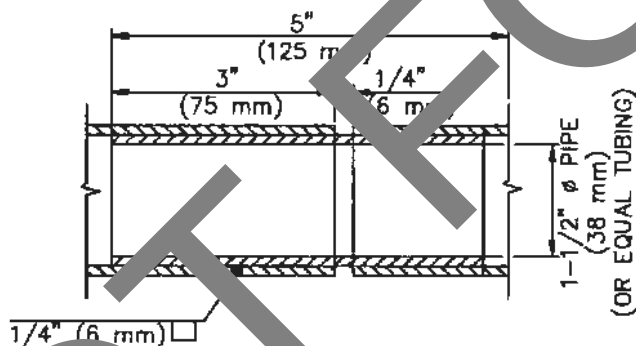
STANDARD PLAN

606-4

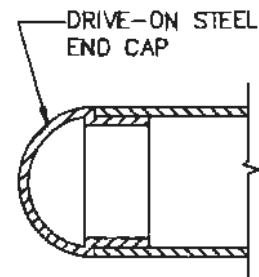
SHEET 1 OF 3



TYPE A TYPE B  
HANDRAIL INSTALLATION ON STAIRWAYS



SLIP JOINT DETAIL



CAP DETAIL FOR RAIL END

NOTES

1. USE TYPE C WHERE ADJACENT GRADE IS MORE THAN 2'-6" (760 mm) BELOW LANDING OR SIDEWALK FINISHED SURFACE.
2. RAILS, POSTS, AND PICKETS SHALL BE GALVANIZED STEEL PIPE.

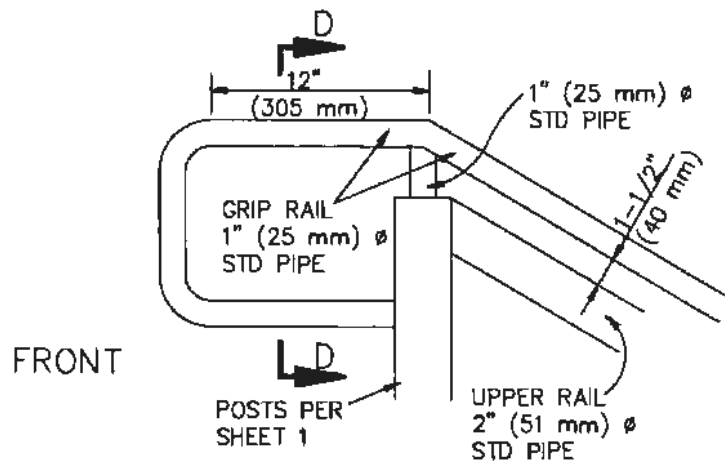
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**METAL HAND RAILINGS**

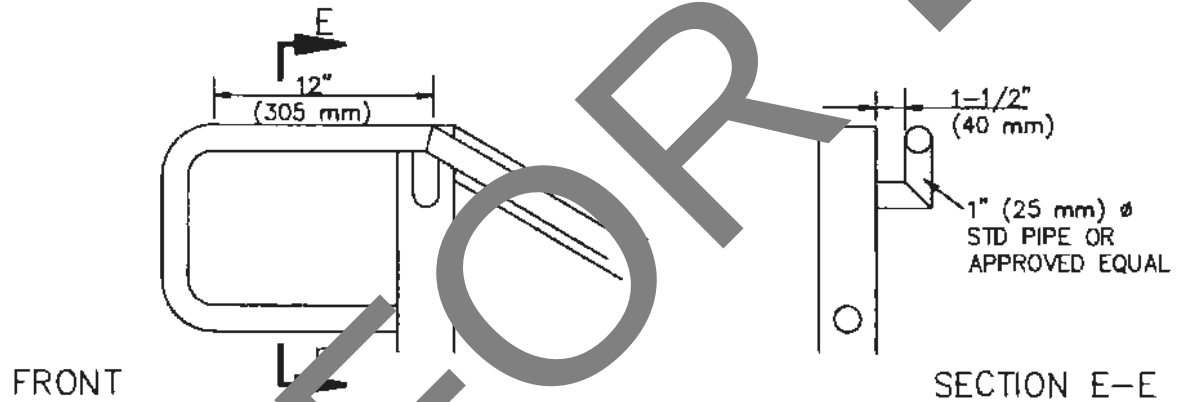
STANDARD PLAN

**606-4**

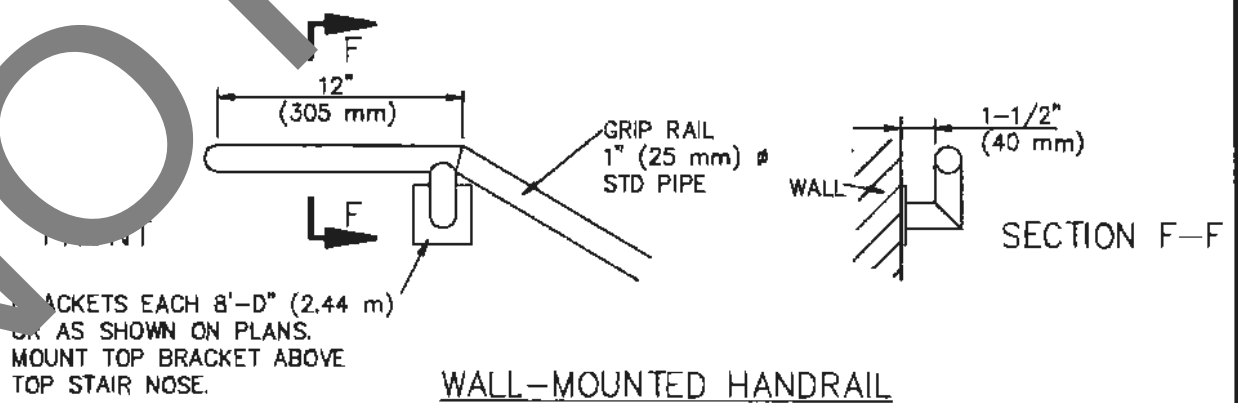
SHEET 2 OF 3



TOP RAIL TYPE 1



TOP RAIL TYPE 2



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**METAL HAND RAILINGS**

STANDARD PLAN

**606-4**

SHEET 3 OF 3



|        |       |                             |           |              |
|--------|-------|-----------------------------|-----------|--------------|
| COUNTY | ROUTE | POST MILES<br>TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
|        |       |                             |           |              |

*Decimder Singh*  
REGISTERED CIVIL ENGINEER

January 20, 2017  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA AND ITS OFFICERS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
THE ACCURACY OR COMPLETENESS OF SCANNED  
COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED \_\_\_\_\_

TABLE 1

| TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING |                                                           |              |                          |                 |                                        |         |          |
|-------------------------------------------------------|-----------------------------------------------------------|--------------|--------------------------|-----------------|----------------------------------------|---------|----------|
| SPEED<br>(S)                                          | MINIMUM TAPER LENGTH *<br>FOR WIDTH OF OFFSET 12 FEET (W) |              |                          |                 | MAXIMUM CHANNELIZING<br>DEVICE SPACING |         |          |
|                                                       | TANGENT<br>2L                                             | MERGING<br>L | SHIFTING SHOULDER<br>L/2 | SHOULDER<br>L/3 | X Y Z **                               |         |          |
|                                                       |                                                           |              |                          |                 | TAPER                                  | TANGENT | CONFLICT |
| MPH                                                   | ft                                                        | ft           | ft                       | ft              | ft                                     | ft      | ft       |
| 20                                                    | 150                                                       | 80           | 40                       | 21              | 20                                     | 40      | 10       |
| 25                                                    | 250                                                       | 125          | 63                       | 42              | 25                                     | 50      | 12       |
| 30                                                    | 360                                                       | 180          | 90                       | 60              | 30                                     | 60      | 15       |
| 35                                                    | 490                                                       | 245          | 123                      | 82              | 35                                     | 75      | 17       |
| 40                                                    | 640                                                       | 320          | 160                      | 107             | 40                                     | 85      | 20       |
| 45                                                    | 1080                                                      | 540          | 270                      | 180             | 45                                     | 90      | 22       |
| 50                                                    | 1200                                                      | 600          | 300                      | 200             | 50                                     | 100     | 25       |
| 55                                                    | 1320                                                      | 660          | 330                      | 220             | 50                                     | 100     | 25       |
| 60                                                    | 1440                                                      | 720          | 360                      | 240             | 50                                     | 100     | 25       |
| 65                                                    | 1560                                                      | 780          | 390                      | 260             | 50                                     | 100     | 25       |
| 70                                                    | 1680                                                      | 840          | 420                      | 280             | 50                                     | 100     | 25       |
| 75                                                    | 1800                                                      | 900          | 450                      | 300             | 50                                     | 100     | 25       |

\* - For other offsets, use the following merging taper length formula for L:  
For speed of 40 mph or less,  $L = WS^2/60$   
For speed of 45 mph or more,  $L = WS$

Where: L = Taper length in feet  
W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile  
speed prior to work starting, or the anticipated  
operating speed in mph

\*\* - Use for taper and tangent sections where there are no pavement markings or where  
there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

| LONGITUDINAL BUFFER SPACE AND<br>FLAGGER STATION SPACING |         |         |                     |      |    |
|----------------------------------------------------------|---------|---------|---------------------|------|----|
| SPEED<br>(S)                                             | W<br>ft | L<br>ft | DOWNGRADE Min D *** |      |    |
|                                                          |         |         | -3% -6% -9%         |      |    |
|                                                          |         |         | ft                  | ft   | ft |
| 20                                                       | 115     | 115     | 120                 | 126  |    |
| 25                                                       | 155     | 156     | 165                 | 173  |    |
| 30                                                       | 200     |         | 215                 | 227  |    |
| 35                                                       | 250     | 251     | 271                 | 287  |    |
| 40                                                       | 300     | 315     | 333                 | 354  |    |
| 45                                                       | 350     | 378     | 400                 | 427  |    |
| 50                                                       | 425     | 446     | 474                 | 507  |    |
| 55                                                       | 495     | 520     | 553                 | 593  |    |
| 60                                                       | 570     | 598     | 636                 | 686  |    |
| 65                                                       | 645     | 682     | 728                 | 785  |    |
| 70                                                       | 730     | 771     | 825                 | 891  |    |
| 75                                                       | 815     | 866     | 927                 | 1001 |    |

\* - Speed is posted speed limit, off-peak 85th-percentile  
speed prior to work starting, or the anticipated  
operating speed in mph

\*\* - Longitudinal buffer space, flagger station spacing

\*\*\* - Use on sustained downgrades steeper than 3 percent  
and longer than 1 mile.

TABLE 3

| ADVANCE WARNING SIGN SPACING       |                          |      |      |
|------------------------------------|--------------------------|------|------|
| ROAD TYPE                          | DISTANCE BETWEEN SIGNS * |      |      |
|                                    | A                        | B    | C    |
|                                    | ft                       | ft   | ft   |
| URBAN - 25 mph OR LESS             | 100                      | 100  | 100  |
| URBAN - MORE THAN 25 mph TO 40 mph | 250                      | 250  | 250  |
| URBAN - MORE THAN 40 mph           | 350                      | 350  | 350  |
| RURAL                              | 500                      | 500  | 500  |
| EXPRESSWAY / FREEWAY               | 1000                     | 1500 | 2840 |

\* - The distances are approximate, are intended for guidance  
purposes only, and should be applied with engineering judgment.  
These distances should be adjusted by the Engineer for field  
conditions, if necessary, by increasing or decreasing the  
recommended distances.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

# TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES

SCALE

ADOPTED JANUARY 20, 2015 SUPERSEDES STANDARD PLAN T9  
DATED OCTOBER 2015 - PAGE 243 OF 255 STANDARD PLANS BOOK DATED 2015.

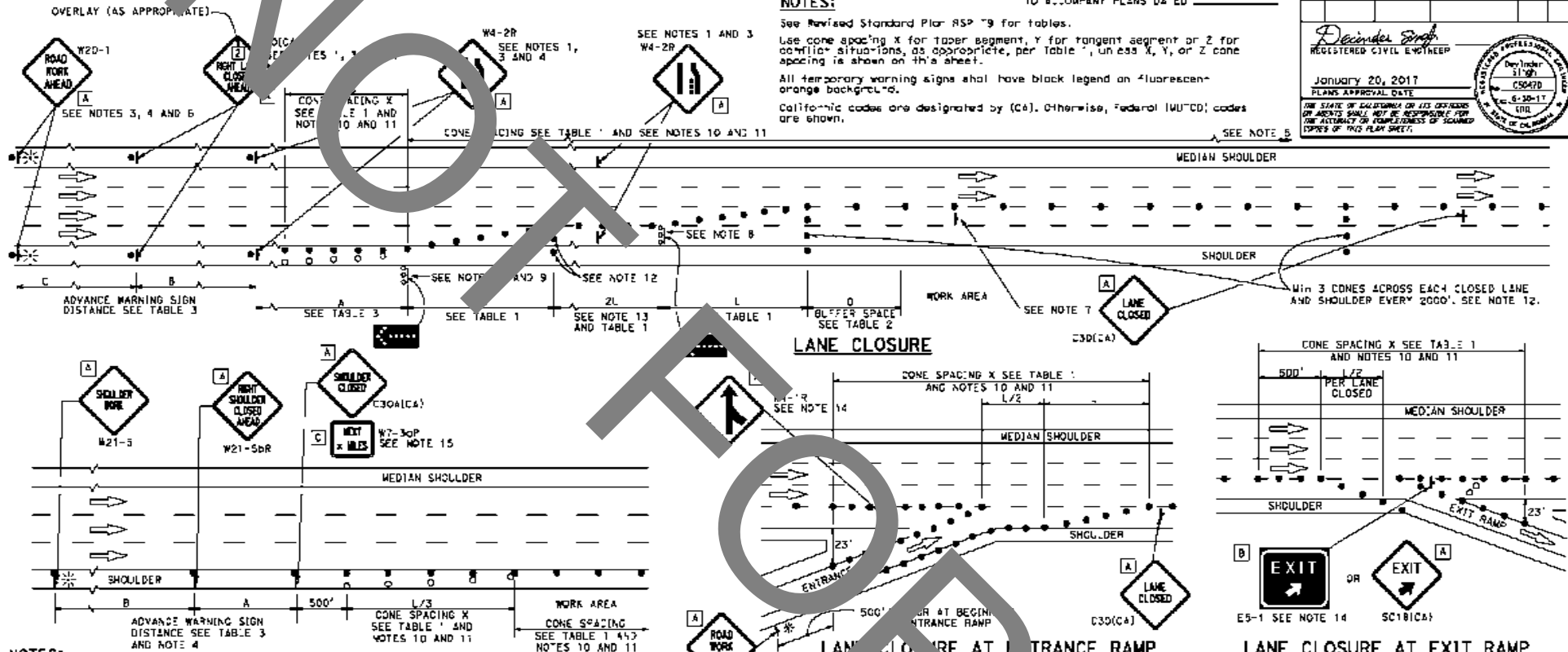
REVISED STANDARD PLAN RSP T9

# NOTES:

See Revised Standard Plan RSP T9 for tables.  
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.  
All temporary warning signs shall have black legend on fluorescent orange background.  
California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

TO ACCOMPANY PLANS DATED \_\_\_\_\_

|                                                                                                                                                                                                                                                                                      |        |       |                          |           |              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|--------------------------|-----------|--------------|
| DATE                                                                                                                                                                                                                                                                                 | COUNTY | ROUTE | POST MILES TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
| January 20, 2017                                                                                                                                                                                                                                                                     |        |       |                          |           |              |
| <p>PLANS APPROVAL DATE</p> <p>REGISTERED CIVIL ENGINEER</p> <p>NEWLINER 31707</p> <p>CS047D</p> <p>EX-6-30-17</p> <p>600</p> <p>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED TYPES OF THIS PLAN SHEET.</p> |        |       |                          |           |              |



## NOTES:

- Median lane closures shall conform to the details as shown except that C20(CA) and W4-2L signs shall be used.
- At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
- Duplicate sign installations are not required:
  - On opposite shoulder if at least one-half of the available lanes remain open to traffic.
  - In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
- Each advance warning sign on each side of the roadway shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.

## SHOULDER CLOSURE

- If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK AHEAD" sign, use a C20(CA) sign for the first advance warning sign.
- Place a C30(CA) sign every 2000' throughout length of lane closure.
- Use one flashing arrow sign for each lane closed. The flashing arrow signs shall be type 1.
- A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin on top of crest vertical curve or on a horizontal curve.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.

W20-1 SEE NOTE 4

- A minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where taper across a traffic lane ends and every 200' as shown on the "Lane Closure" detail. Two T11-3 barricades may be used instead of the 3 cones. The transverse alignment of the cones or barricades on the closed shoulder may be shifted from the transverse alignment to provide access to the work.
- The 2L tangent shown along lane lines shall be used between the L tapers required for each closed traffic lane.
- The E5-1 or SC18(CA) and W4-1 signs shall be used as shown.
- A W2-3aP "NEXT MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.
- For the warning sign requirements at the Exit Ramp, when work is proposed on the local street, see CA MUTCD Figure 6H-22 to 6H-27.

## LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- TEMPORARY TRAFFIC CONTROL SIGN
- FLASHING ARROW SIGN (FAS)
- FAST SUPPORT OR TRAILER
- PORTABLE FLASHING BEACON

## SIGN PANEL SIZE (Min)

|   |           |
|---|-----------|
| A | 48" x 48" |
| B | 72" x 60" |
| C | 36" x 30" |

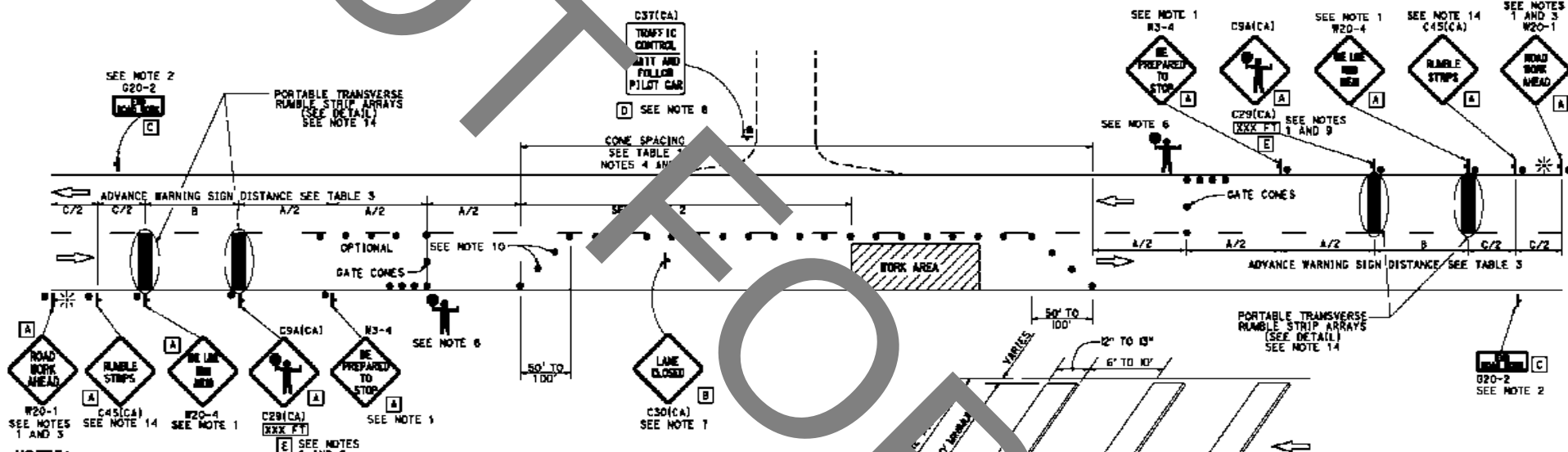
## TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

SCALE  
RSP T10 DATED JANUARY 20, 2015 SUPERSEDES STANDARD PLAN T10  
DATED OCTOBER 2015 - PAGE 250 OF STANDARD PLANS BOOK DATED 2015.  
REVISED STANDARD PLAN RSP T10

# NOTES:

See Standard Plan T9 for tables.  
Use cone spacing X for taper segment and for taper zone 2 for conflict situations, as appropriate. See Table 1 for cone spacing is shown on this sheet.  
All temporary warning signs endline black and on fluorescent orange background.  
California codes are designated by (CA). Other codes, Federal (MUTCD) codes are shown.

## TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL



# NOTES:

- Each advance warning sign in each direction of travel shall be equipped with at least two flags for daytime closure. Each flag shall be at least 18" x 18" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane control unless the end of work area is obvious, or ends within a larger project's limits.
- If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT \_\_\_\_\_ MILES", use a W20-4 sign for the first advance warning sign.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closure only.
- Additional advance flaggers may be required. Flagger should stand in a conspicuous place, be visible to approaching traffic as well as approaching vehicles after the first vehicle has stopped. During the hours of darkness, the flagging station and flagger shall be illuminated and clearly visible to approaching traffic. The illumination footprint of the lighting on the ground shall be at least 20' in diameter. Place a minimum of four cones at 50' intervals in advance of flagger station as shown.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
- When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveway and alley without a flagger within traffic control area. Signs shall be clean and visible at all times. Where traffic can not be effectively self-regulated, at least one flagger shall be used at each intersection within traffic control area.
- An optional C29(CA) sign may be placed before the C9A(CA) sign.
- Either traffic cones or barricades shall be placed on the taper. Barricades shall be type I, II, or III.
- The color of the portable transverse rumble stripe shall be black or orange. Use 2 arrays, each array shall consist of 3 rumble stripes.
- Portable transverse rumble stripe shall not be placed on sharp horizontal or vertical curves nor shall they be placed through pedestrian crossings.
- If the portable transverse rumble stripe become out of alignment (skewed) by more than 6 inches, measured from one end to the other, they shall be readjusted to bring the placement back to the original location.
- Portable transverse rumble stripes are not required if any one of the following conditions is satisfied:
  - Work duration occupies a location for four hours or less
  - Posted speed limit is below 45 MPH
  - Work is of emergency nature
  - Work zone is in snow or icy weather conditions

## PORTABLE TRANSVERSE RUMBLE STRIP ARRAY DETAIL

### SIGN PLACEMENT SIZE (MIN)

|   |           |
|---|-----------|
| A | 48" x 36" |
| B | 30" x 30" |
| C | 36" x 18" |
| D | 18" x 42" |
| E | 20"       |

## LEGEND

- TRAFFIC CONE
- † TEMPORARY TRAFFIC CONTROL SIGN
- \* PORTABLE FLASHING BEACON
- † FLAGGER

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**TRAFFIC CONTROL SYSTEM  
FOR LANE CLOSURE ON  
TWO LANE CONVENTIONAL  
HIGHWAYS**

SCALE

T13

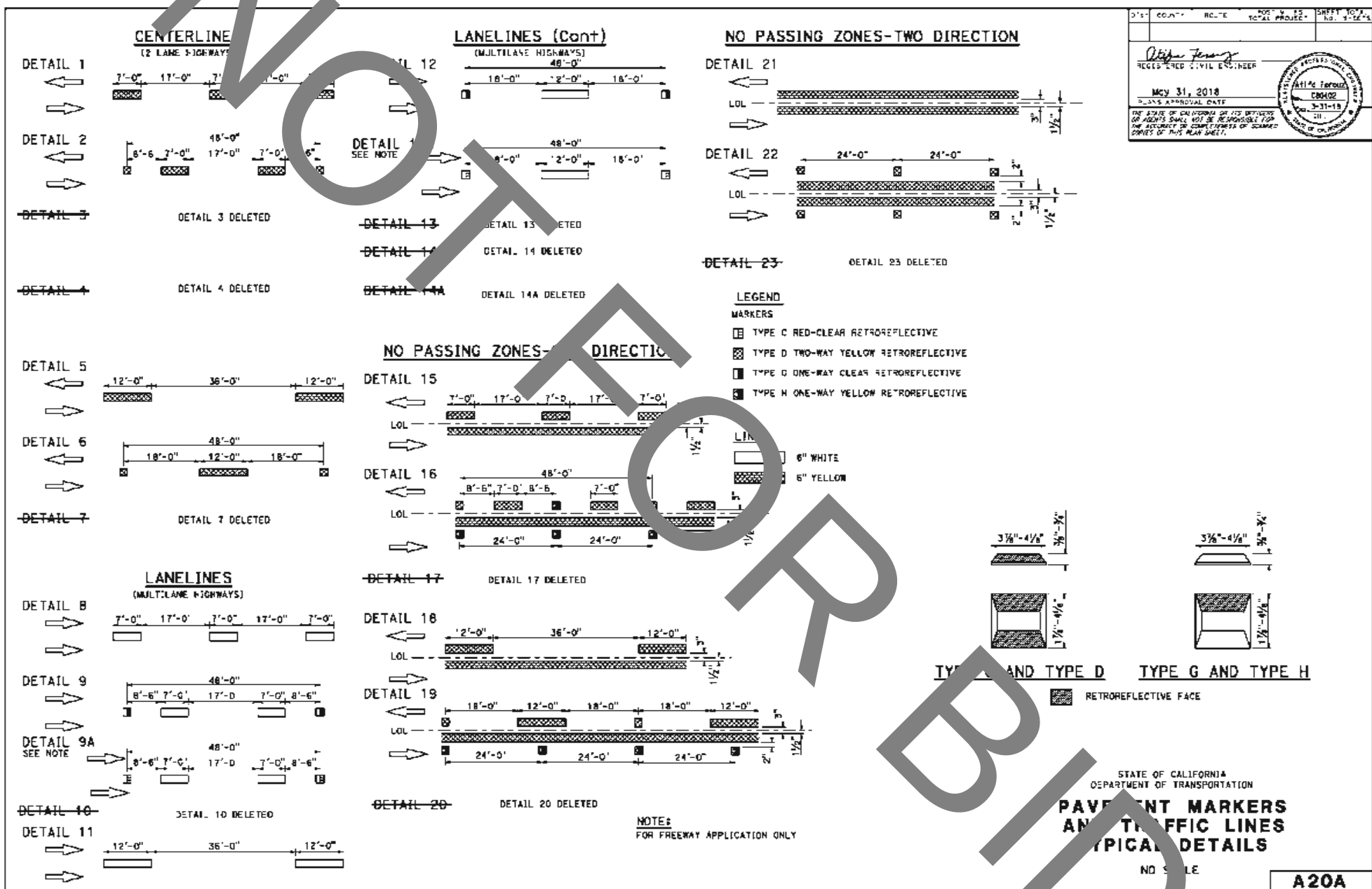
|      |        |       |               |       |              |
|------|--------|-------|---------------|-------|--------------|
| DIST | COUNTY | ROUTE | POST MILES    | SHEET | TOTAL SHEETS |
|      |        |       | TOTAL PROJECT | NO.   |              |

*December Smith*  
REGISTERED CIVIL ENGINEER

October 30, 2015  
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA BY ITS DEPARTMENT OF TRANSPORTATION SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCHEMATIC DRAWINGS OR THIS PLAN SHEET.

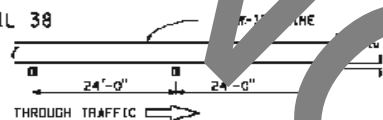
STANDARD PLAN T13 (REVISED 2015)  
SHEET NO. 13 OF 17



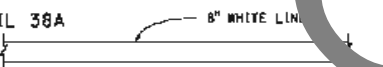


**CHANNELIZING LINE**

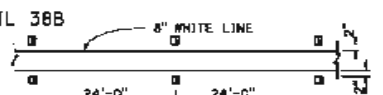
DETAIL 38



DETAIL 38A



DETAIL 38B

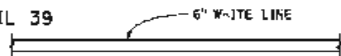


DETAIL 38C

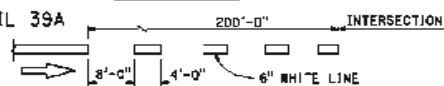
DETAIL 38C DELETED

**BIKE LANE LINE**

DETAIL 39

**INTERSECTION LINE  
BIKE LANE**

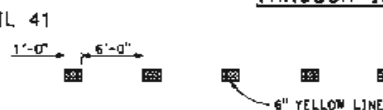
DETAIL 39A

**LANE LINE EXTENSIONS  
THROUGH INTERSECTIONS**

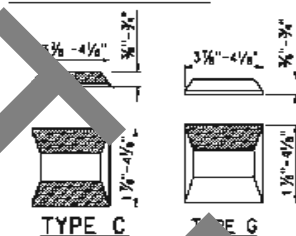
DETAIL 40

**CENTER LINE EXTENSIONS  
THROUGH INTERSECTIONS**

DETAIL 41

**LEGEND  
MARKERS**

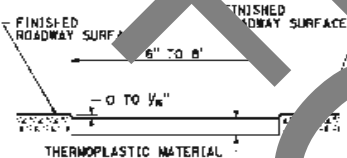
- TYPE C RED-CLEAR RETROREFLECTIVE  
TYPE G ONE-WAY CLEAR RETROREFLECTIVE  
6" YELLOW LINE

**MARKER DETAILS**

TYPE C

TYPE G

RETROREFLECTIVE FACE

**DETAIL FOR RECESSED  
THERMOPLASTIC TRAFFIC STRIPE**

See Notes A and B.

**RECESSED THERMOPLASTIC NOTES**

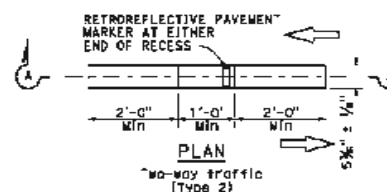
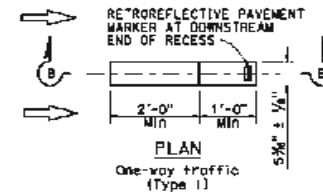
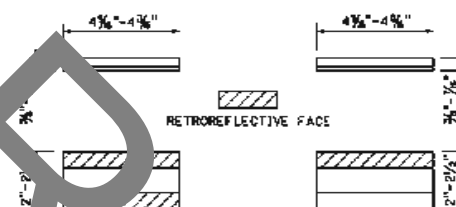
- A. See typical traffic line details for pavement marking patterns.  
B. The top of the thermo-plastic installed in recessed pavement shall be 0 to 1/8 inch below the pavement surface.

RETROREFLECTIVE PAVEMENT  
MARKER AT EITHER  
END OF RECESS

0 TO 3/8", SEE NOTE 3

**SECTION A-A**RETROREFLECTIVE PAVEMENT  
MARKER AT DOWNSTREAM  
END OF RECESS

0 TO 3/8", SEE NOTE 3

**SECTION B-B****PLAN**Two-way traffic  
(Type 2)**PLAN**One-way traffic  
(Type 1)**RECESS DETAIL FOR  
RETROREFLECTIVE PAVEMENT MARKER**

TYPE C AND TYPE D TYPE G AND TYPE H

See Note 3.

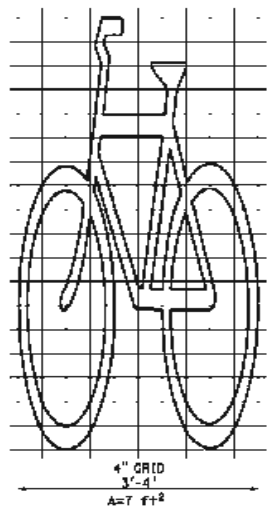
**RETROREFLECTIVE PAVEMENT MARKER  
FOR RECESSED INSTALLATION****RECESSED MARKER NOTES:**

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 1/8 inch below the pavement surface.

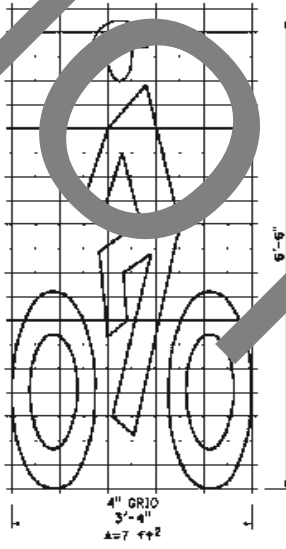
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**PAVEMENT MARKERS  
AND TRAFFIC LINES  
TYPICAL DETAILS**

NO SCALE

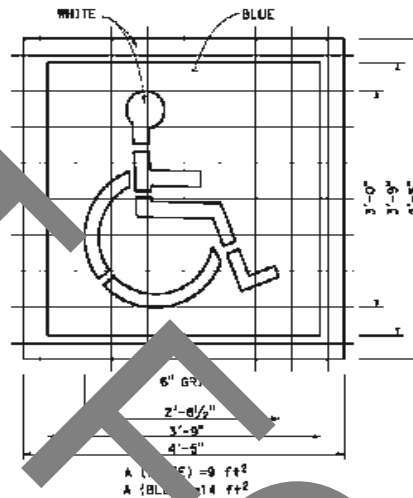
**A20D**



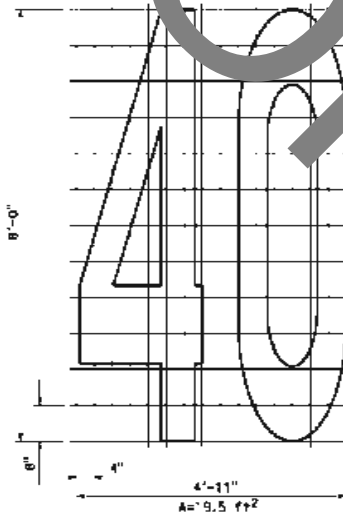
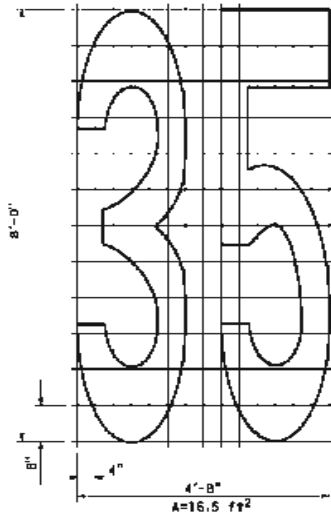
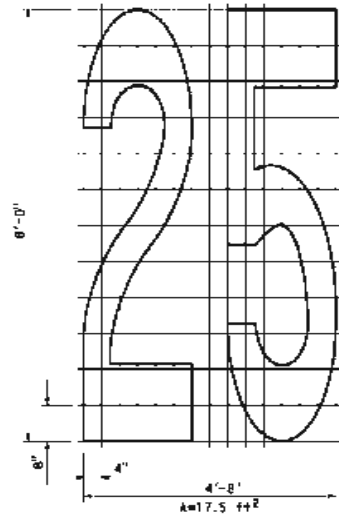
**BIKE LANE SYMBOL  
WITHOUT PERSON**



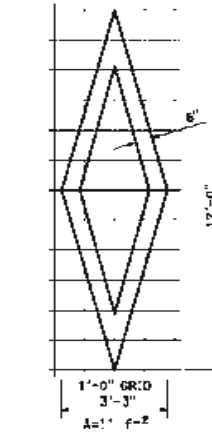
**BIKE LANE SYMBOL  
WITH PERSON**



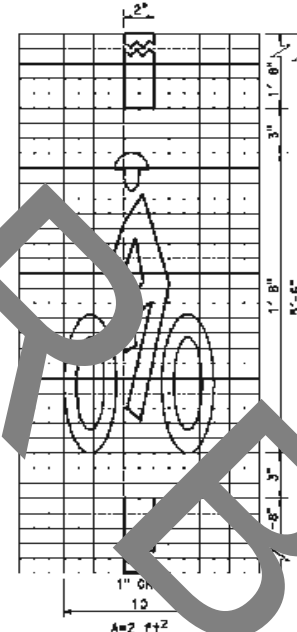
**INTERNATIONAL SYMBOL  
OF ACCESSIBILITY (ISA) MARKING**



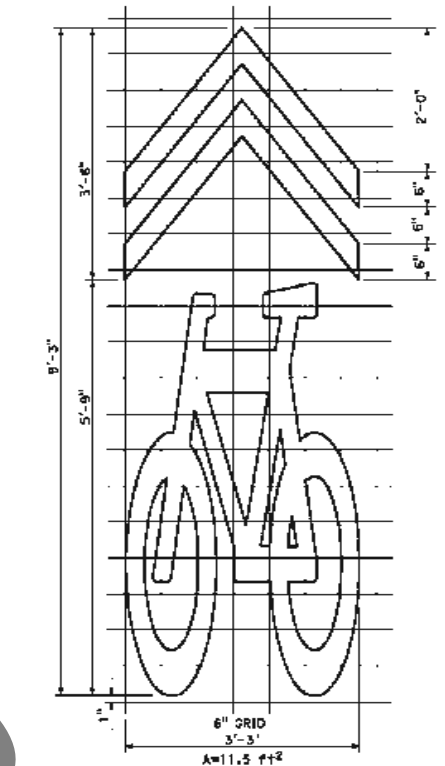
**NUMERALS**



**DIAMOND SYMBOL**



**BICYCLE LOOP  
DETECTOR SYMBOL**



**SHARED ROADWAY BICYCLE MARKING**

|                                                                                                                                                                                                                                                                             |     |       |               |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---------------|------------|
| DATE                                                                                                                                                                                                                                                                        | EDN | ROUTE | POST MILES    | SHEET NO.  |
|                                                                                                                                                                                                                                                                             |     |       | TOTAL PROJECT | NO. SHEETS |
| <p><i>Alpha Tenny</i><br/>REGISTERED CIVIL ENGINEER</p> <p>May 31, 2018<br/>PLANS APPROVED DATE</p> <p>FOR STATE OF CALIFORNIA ON ITS OFFICERS<br/>OR AGENTS SHALL NOT BE RESPONSIBLE FOR<br/>THE ACCURACY OR COMPLETENESS OF REPRODUCED<br/>COPIES OF THIS PLAN SHEET.</p> |     |       |               |            |
| <p>STATE OF CALIFORNIA<br/>DEPARTMENT OF TRANSPORTATION<br/>DIVISION OF HIGHWAYS<br/>PROJECT NO. 3-31-18<br/>SHEET NO. 2</p>                                                                                                                                                |     |       |               |            |

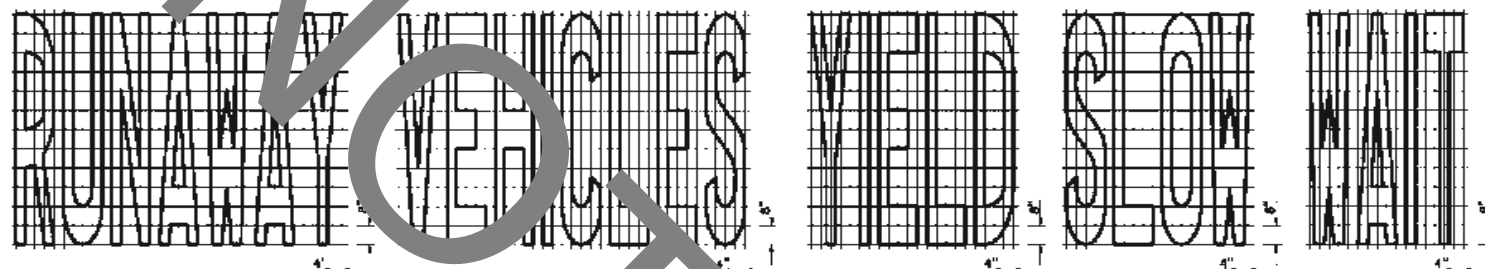
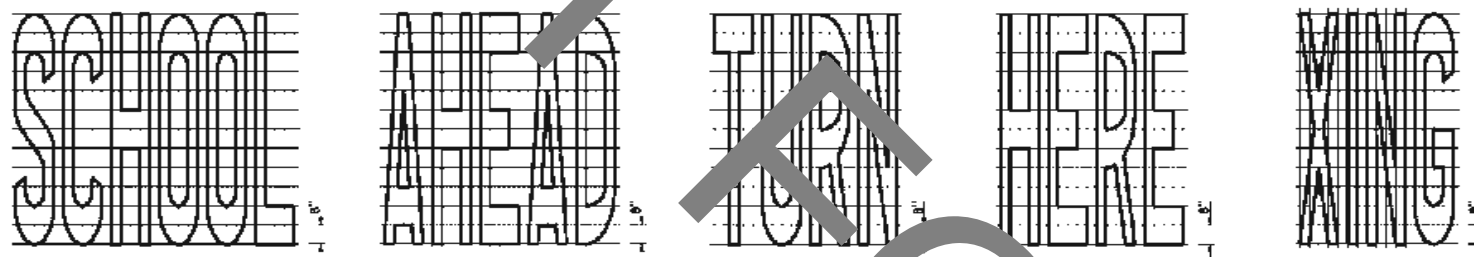
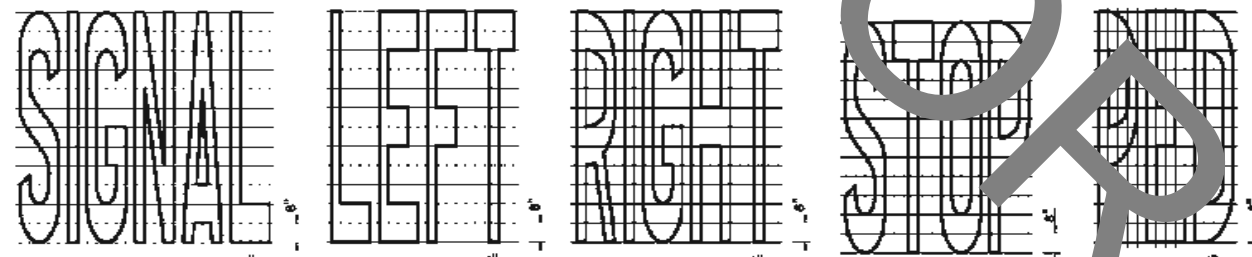
**NOTE:**

Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
SYMBOLS AND NUMERALS**

NO SCALE

**A 24C**

A=43 ft<sup>2</sup>A=42 ft<sup>2</sup>A=24 ft<sup>2</sup>A=23 ft<sup>2</sup>A=19 ft<sup>2</sup>A=35 ft<sup>2</sup>A=31 ft<sup>2</sup>A=24 ft<sup>2</sup>A=26 ft<sup>2</sup>A=21 ft<sup>2</sup>A=32 ft<sup>2</sup>A=19 ft<sup>2</sup>A=26 ft<sup>2</sup>A=22 ft<sup>2</sup>A=18 ft<sup>2</sup>A=10 ft<sup>2</sup>A=5 ft<sup>2</sup>A=6 ft<sup>2</sup>**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be readable to the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

| WORD MARKINGS |                 |        |                 |      |                 |          |                 |
|---------------|-----------------|--------|-----------------|------|-----------------|----------|-----------------|
| ITEM          | ft <sup>2</sup> | ITEM   | ft <sup>2</sup> | ITEM | ft <sup>2</sup> | ITEM     | ft <sup>2</sup> |
| YIELD         | 24              | YIELD  | 24              | BIKE | 5               | PED      | 18              |
| AHEAD         | 31              | SCHOOL | 35              | SLOW | 23              | COMPACT  | 10              |
| WARNING       | 19              | SIGNAL | 32              | STOP | 22              | RUNAWAY  | 43              |
| TURN          | 6               | TURN   | 24              | LEFT | 19              | VEHICLES | 42              |
| HERE          | 26              | HERE   | 26              |      |                 |          |                 |

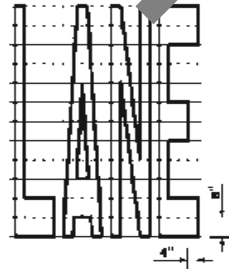
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**PAVEMENT MARKINGS  
WORDS**

NO SCALE

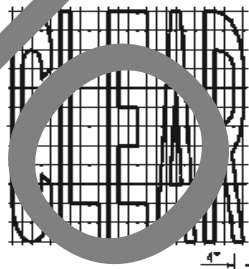
**A 24D**



|                                                                                                                                                                                                                            |      |       |            |           |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|------------|-----------|----------------------|
| 318                                                                                                                                                                                                                        | CDJN | ROUTE | POST MILES | SHEET NO. | TOTAL PROJECT SHEETS |
| REGISTERED CIVIL ENGINEER<br>May 31, 2018<br>EXPIRATION DATE<br>THE SIZE IS TO BE GIVEN ON ITS OWNERS<br>OR AGENTS SHALL NOT BE RESPONSIBLE FOR<br>THE ACCURACY OR COMPLETENESS OF SCHEMATIC<br>COPIES OF THIS PLAN SHEET. |      |       |            |           |                      |
| AT&T FORCOLD<br>CRODOL<br>3-31-18<br>21                                                                                                                                                                                    |      |       |            |           |                      |



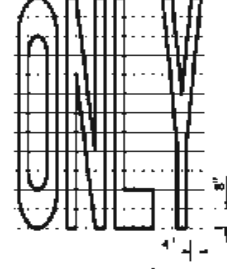
A=24 f+2



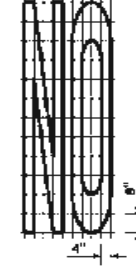
A=27 f+2



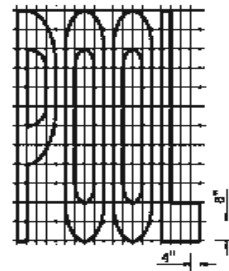
A=21 f+2



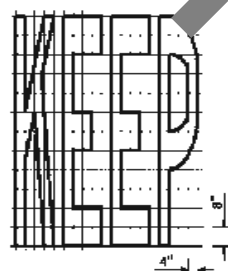
A=22 f+2



A=14 f+2



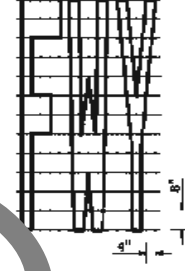
A=23 f+2



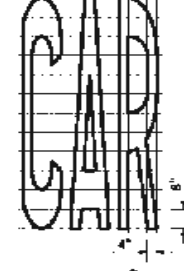
A=24 f+2



A=20 f+2



A=16 f+2

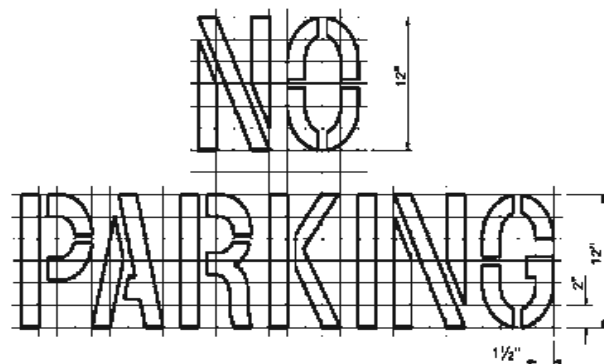


A=17 f+2

| WORD MARKINGS |     |      |     |
|---------------|-----|------|-----|
| ITEM          | f+2 | ITEM | f+2 |
| LANE          | 24  | NO   | 14  |
| POOL          | 23  | BIKE | 21  |
| CAR           | 17  | BUS  | 20  |
| CLEAR         | 27  | ONLY | 22  |
| KEEP          | 24  | FWY  | 16  |

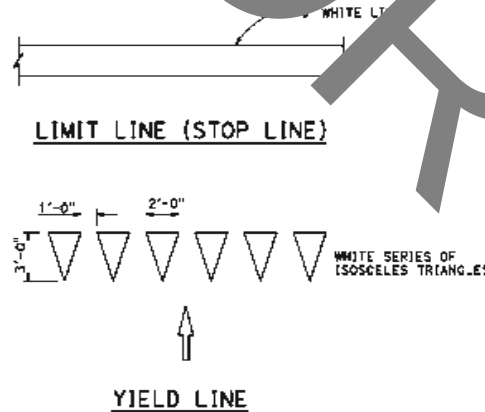
**NOTES:**

- If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
- The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- The words "NO PARKING" pavement marking is to be used for parking regulations. For typical locations of markings, see Standard Plans A90A and A90B.
- For words "NO PARKING", shall be painted in white letters no less than 4" high on a contrasting background and located so that it is visible to traffic enforcement officials.



A=2 f+2

See Notes 6 and 7



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS**  
**WORDS, LIMIT AND YIELD LINES**

NO SCALE

**A24E**

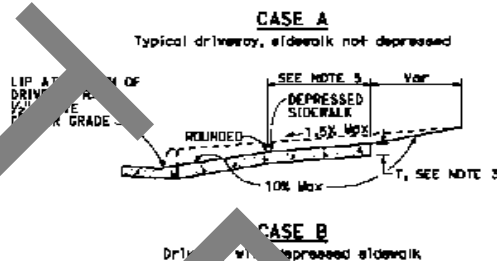
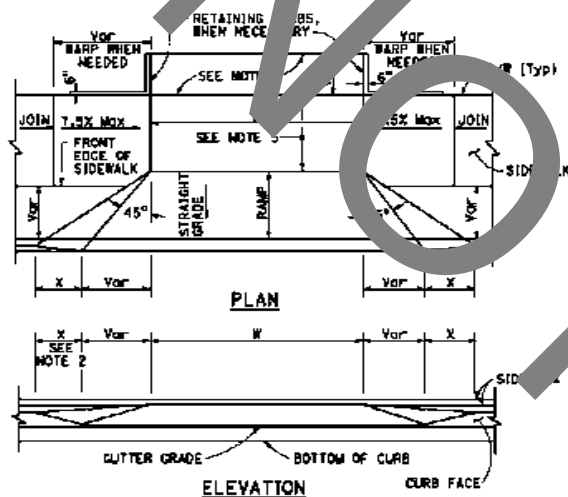
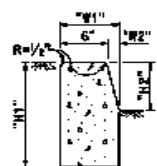
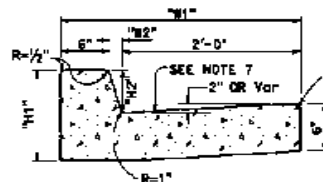
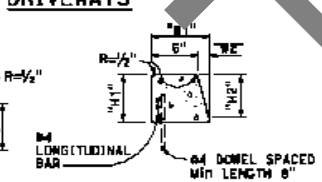
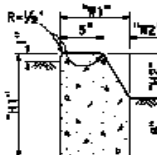
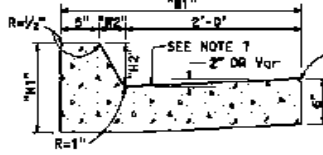
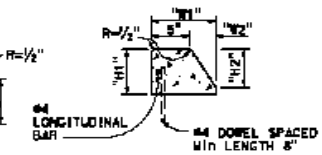
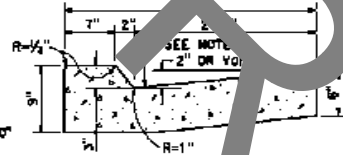


TABLE A

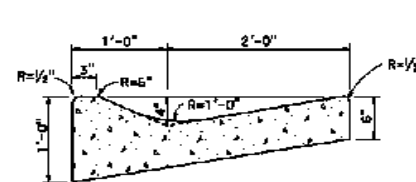
| CURB TYPE | DIMENSIONS |      |           |        |
|-----------|------------|------|-----------|--------|
|           | "H1"       | "H2" | "W1"      | "W2"   |
| A1-6      | 1'-2"      | 6"   | 7 1/2"    | 1 1/4" |
| A1-8      | 1'-4"      | 8"   | 8"        | 2"     |
| A2-6      | 1'-0"      | 6"   | 2'-7 1/2" | 1 1/4" |
| A2-8      | 1'-2"      | 8"   | 2'-8"     | 2"     |
| A3-6      | 6"         | 5"   | 7 1/2"    | 1 1/4" |
| A3-8      | 8"         | 7"   | 7 1/2"    | 1 1/4" |
| B1-4      | 1'-0"      | 4"   | 7 1/2"    | 2 1/4" |
| B1-6      | 1'-2"      | 6"   | 9"        | 4"     |
| B2-4      | 1'-0"      | 4"   | 2'-7 1/2" | 2 1/4" |
| B2-6      | 1'-0"      | 6"   | 2'-9"     | 4"     |
| B3-4      | 4"         | 3"   | 7"        | 2"     |
| B3-6      | 6"         | 5"   | 8 1/2"    | 3 1/2" |
| D-4       | 1'-0"      | 4"   | 1'-6"     | 1'-1"  |
| D-6       | 1'-0"      | 6"   | 2'-2"     | 1'-9"  |

CURB QUANTITIES

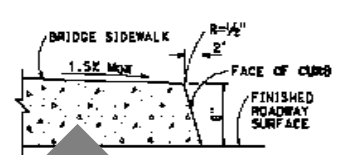
| TYPE | CUBIC YARDS PER LINEAR FOOT |
|------|-----------------------------|
| A1-6 | 0.02585                     |
| A1-8 | 0.03084                     |
| A2-6 | 0.05903                     |
| A2-8 | 0.06379                     |
| A3-6 | 0.01036                     |
| A3-8 | 0.01435                     |
| B1-4 | 0.02185                     |
| B1-6 | 0.02930                     |
| B2-4 | 0.05515                     |
| B2-6 | 0.06171                     |
| B3-4 | 0.00641                     |
| B3-6 | 0.01074                     |
| B4   | 0.05709                     |
| D-4  | 0.04083                     |
| D-6  | 0.06804                     |
| E    | 0.06661                     |

TYPE A1 CURBS  
See Table ATYPE A2 CURBS  
See Table ATYPE A3 CURBS  
Superimposed on existing pavement  
See Table ATYPE B1 CURBS  
See Table ATYPE B2 CURBS  
See Table ATYPE B3 CURBS  
Superimposed on existing pavement  
See Table A

TYPE B4 CURBS



TYPE E CURB



TYPE H CURB

## NOTES:

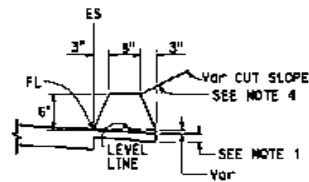
- Case A driveway section typically applies.
- 3'-0\" except for curb heights over 10\" where 4:1 slopes shall be used on curb slope.
- Sidewalk and ramp thickness \"T\" at driveway shall be 4\" for residential and 6\" for commercial.
- Difference in slope of the driveway ramp and the slope of a line between the gutter and a point on the roadway 5'-0\" from gutter line shall not exceed 15%. Reduce driveway ramp slope, not gutter slope, where required.
- Minimum width of clear passageway for sidewalk shall be 4'-2\".
- Retaining curbs and acquisition of construction easement may be necessary for narrow sidewalks or curb heights in excess of 6\".
- Across the pedestrian route at curb ramp locations, the gutter pan slope shall not exceed 1\" of depth for each 2'-0\" of width.

## CURBS

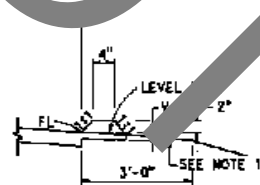
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**CURBS AND DRIVEWAYS**  
NO SCALE

A87A

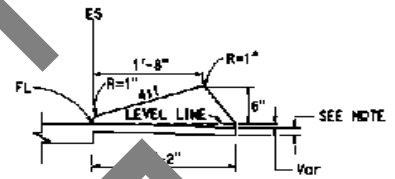
|                                                                                                                                                                                                                                                    |        |       |               |       |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|---------------|-------|--------------|
| DIST                                                                                                                                                                                                                                               | COUNTY | ROUTE | POST MILES    | SHEET | TOTAL SHEETS |
|                                                                                                                                                                                                                                                    |        |       | TOTAL PROJECT | NO.   |              |
| REGISTERED CIVIL ENGINEER<br>October 30, 2015<br>PLANS APPROVAL DATE<br>THE STATE OF CALIFORNIA BY ITS DEPARTMENT OF TRANSPORTATION<br>OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCHEMATIC COPIES OF THIS PLAN SHEET. |        |       |               |       |              |



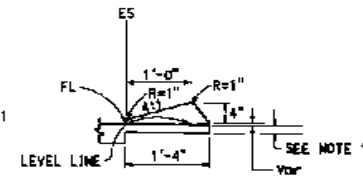
**TYPE A**  
See Note 3



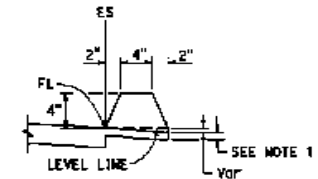
**TYPE C**



**TYPE D**

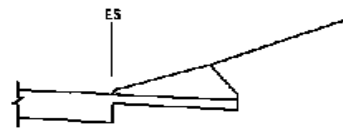


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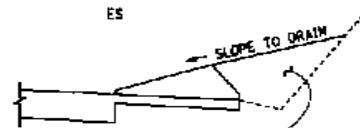


**TYPE F**  
See Note 5

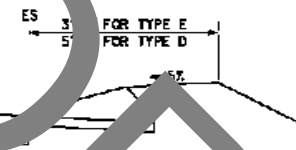
### DIKES



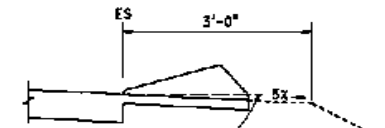
**CASE C-1**  
Cut Slope



**CASE C-2**  
Cut Slope



**CASE E**



**CASE R**  
See Note 2

### TYPE D AND E BACKFILL DETAILS

#### NOTES:

1. For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint at the ES. For projects with OGFC shoulders, do not extend OGFC under dike. See project plans for modified dike detail.
2. Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case E backfill.
3. Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
4. Fill and compact with excavated material to top of dike.
5. Use Type F dike, where dike is required with guardrail installations. See Standard Plan ATTN4 for dike positioning details.

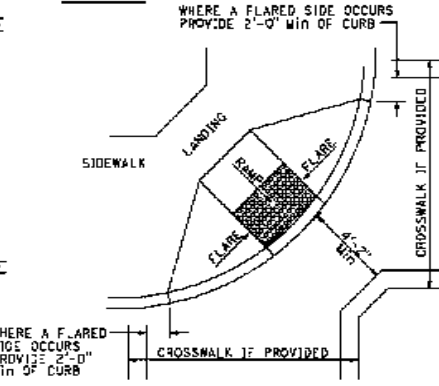
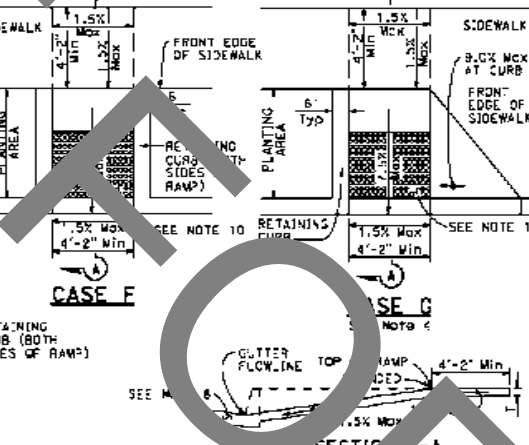
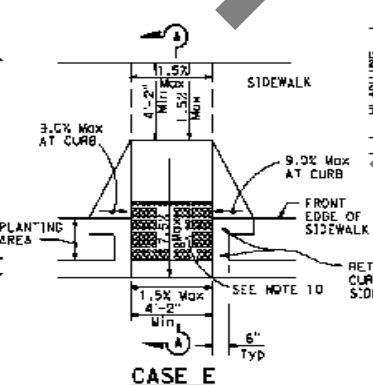
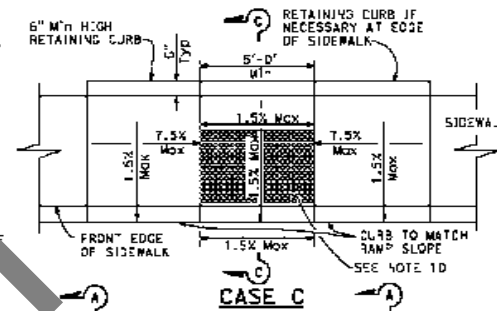
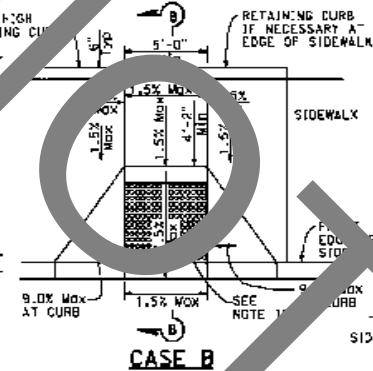
#### DIKE QUANTITIES

| TYPE | PER LINEAR FOOT |
|------|-----------------|
| A    | 0.0135          |
| C    | 0.0038          |
| D    | 0.0293          |
| E    | 0.0130          |
| F    | 0.0066          |

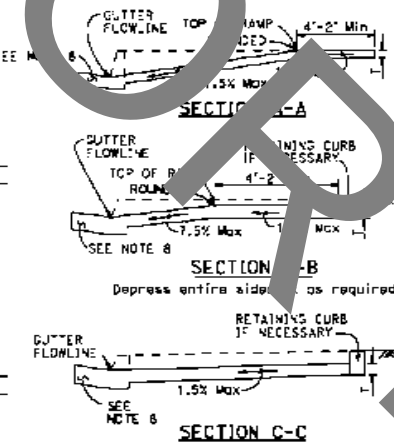
Quantities based on 5% cross slope.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**HOT MIX ASPHALT DIKES**  
NO. 304

**A87B**



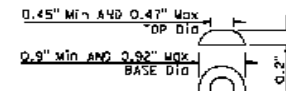
**DETAIL B**  
**TYPICAL ONE-RAMP**  
**CORNER INSTALLATION**  
See Notes 1 and 3



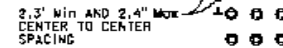
## ENTER PAN TRANSITION

**CLUB RAMP DETAILS**

**ASA**



RAISED TRUNCATED DOME



RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE

**NOTES:**

See Note 10

1. As site conditions dictate, Case A through Case 3 curb ramps may be used for corner intersection situations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case 6 curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case 6 ramp shall be constructed in reversed position.
5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
6. Slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:12 (OH 15.0%). Gutter pan slope shall not exceed 1% depth for each 2'-0" of width.
9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan AB7A.
10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a minimum of 3 inches is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
11. Sidewalk and ramp thickness, "T", shall be 3 1/2" minimum.
12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
13. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

CL 99

TYPICAL GUTTER PAN APPLIES TO ALL CASES

|            |                               |            |
|------------|-------------------------------|------------|
| TRANSITION | GUTTER IN FRONT OF DETECTABLE | TRANSITION |
| 3'-0" TYP. | 3'-0" TYP.                    | 3'-0" TYP. |
| SEE NOTE 8 | SEE NOTE 8                    | SEE NOTE 9 |

ER PAN TRANS



1. Sidewalk, curb, and passageway thickness, 4", shall be 3/4" minimum.
2. For details of detectable warning surfaces, see Standard Plan AB8A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transverse at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pit boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan AB8A.
8. The detectable warning surface will be a rectangle as shown on the face of curb, unless modified in the Project Plans.

35 COUNTY REC'D POST 4 85 SHEET 1 OF 1  
TOTAL PROJECT 1 PG. 1-5E

*Revised*

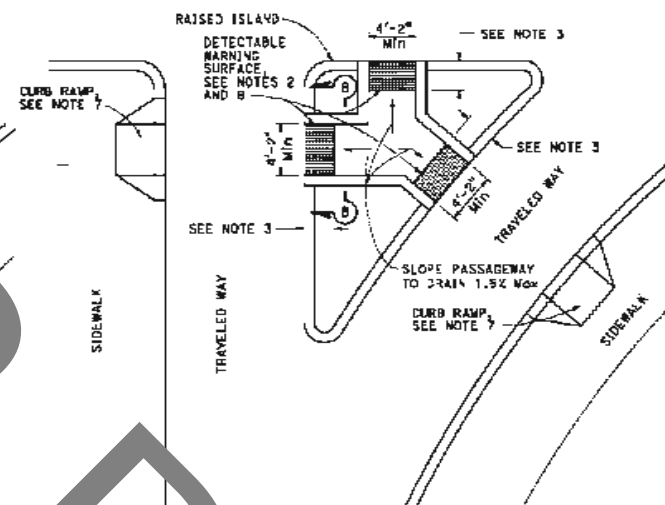
RECEIVED CIVIL ENGINEER

May 31, 2018

STATE APPROVAL DATE

THE STATE OF CALIFORNIA ON ITS OFFICIALS  
OR AGENTS SHALL NOT BE RESPONSIBLE FOR  
ANY AGENTS' ACTIONS OR OMISSIONS OR FOR ANY  
CONSEQUENCES OF THIS PLAN SHEET.

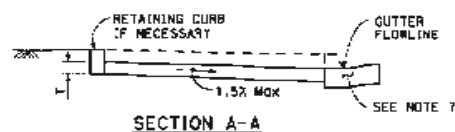
RECEIVED - CIVIL ENGINEER  
Nobooat  
Lynn Henry  
C54415  
18-31-18  
CHINA  
STATE OF CALIFORNIA



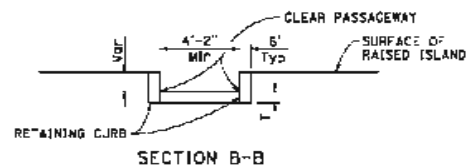
### TYPE A PASSAGEWAY

### TYPE B PASSAGEWAY

### TYPE C PASSAGEWAY



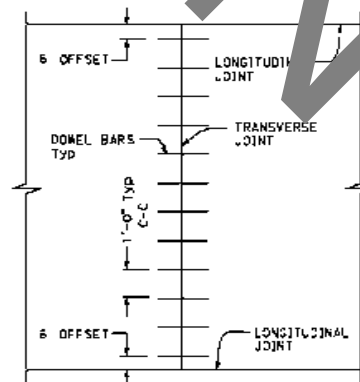
**SECTION A-A**



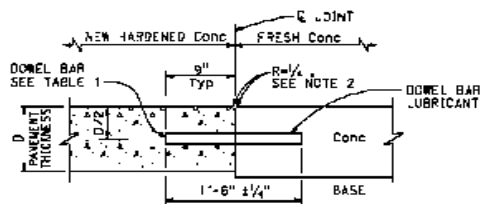
SECTION B-B

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
CAMP RAMP AND  
PASSAGEWAY DETAILS  
NO SCALE

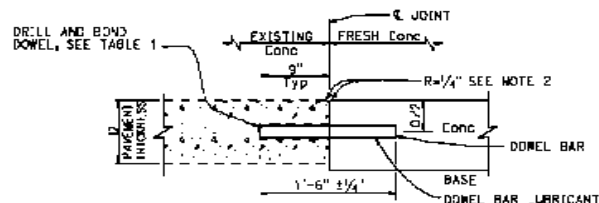
**A88B**



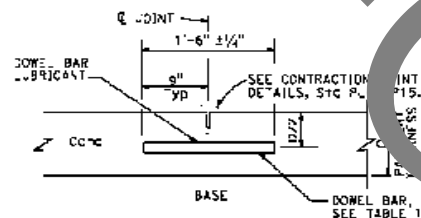
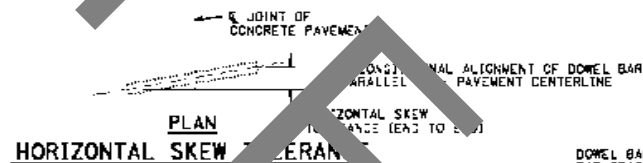
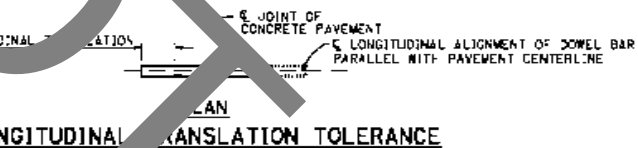
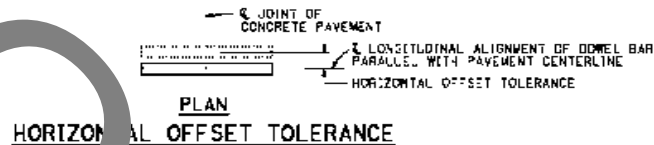
**TRANSVERSE JOINT  
DOWEL BAR LAYOUT**



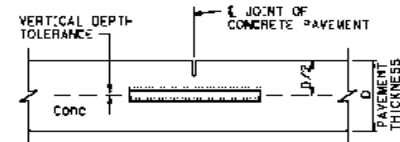
**TRANSVERSE  
CONSTRUCTION JOINT DETAIL**



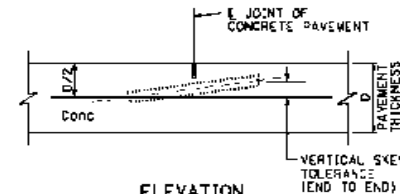
**TRANSVERSE CONSTRUCTION JOINT  
FOR EXISTING CONCRETE PAVEMENT**



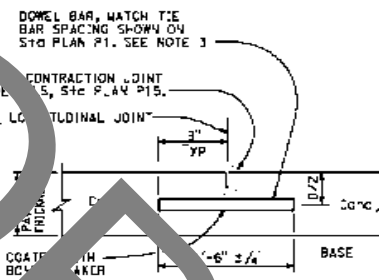
**TRANSVERSE CONTRACTION JOINT**



**ELEVATION  
VERTICAL DEPTH TOLERANCE**

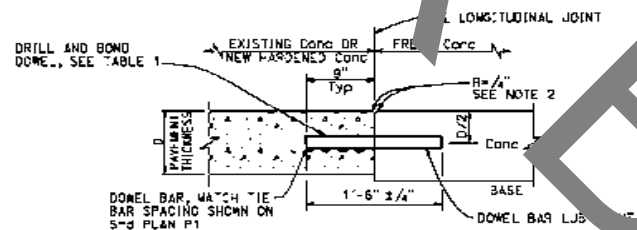


**ELEVATION  
VERTICAL SKEW TOLERANCE**



**LONGITUDINAL CONTRACTION  
JOINT WITH DOWEL BARS**

See Std Plan P18



**LONGITUDINAL CONSTRUCTION JOINT  
WITH DOWEL BARS**

See Std Plan P18

|                                                                                                                                                                                                                                                                                           |        |       |            |               |           |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|------------|---------------|-----------|--------------|
| CITY                                                                                                                                                                                                                                                                                      | COUNTY | ROUTE | POST MILES | TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
| Date: <i>August 2018</i><br>REGISTERED CIVIL ENGINEER<br>May 31, 2018<br>PLANS APPROVAL DATE<br>THE STATE OF CALIFORNIA ON ITS OFFICIAL SEAL AND NOTARIAL PUBLIC CERTIFICATE OF AUTHORITY SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET. |        |       |            |               |           |              |

**NOTES:**

1. See Standard Plan P1 for typical dowel bar placement and locations.
2. Where fresh concrete pavement is placed against new concrete or existing concrete pavement, rounding the corner of the existing concrete pavement is not required.
3. May also use  $\frac{3}{4}$ " Dia dowel bars 2'-4"  $\pm$   $\frac{1}{4}$ " in length. Center the length of dowel bars at the centerline of longitudinal joint.

**TABLE 1**

| DOWEL BAR DIAMETER TABLE   |       |                 |         |
|----------------------------|-------|-----------------|---------|
| PAVEMENT THICKNESS         | 0.65' | > 0.65' - 0.85' | > 0.85' |
| MINIMUM DOWEL BAR DIAMETER | 1"    | 1 1/4"          | 1 1/2"  |

\* The drilled hole diameter must be  $\frac{1}{4}$ " to  $\frac{3}{8}$ " larger than the bar diameter.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**CONCRETE PAVEMENT  
DOWEL BAR  
DETAILS**

NO SCALE

**P10**



**Figure 2A-2 (CA). Examples of Heights and Lateral Locations of Sign Installations**

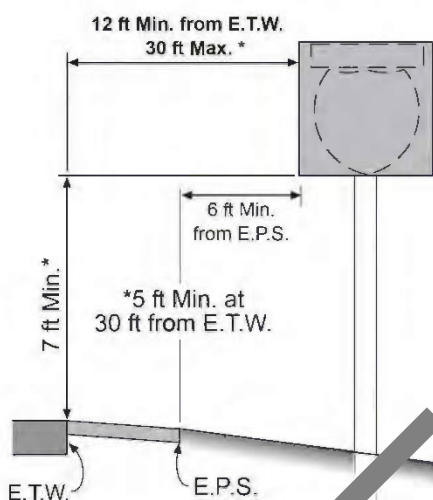
**NOTES:**

These sign positions are typical and should be considered a standard. When physical conditions require deviation from these typicals, they should be documented. When clear roadside recovery areas are provided, signs shall be placed as far from the traveled way as possible, up to 30 ft. When possible, they should be placed in protected locations.

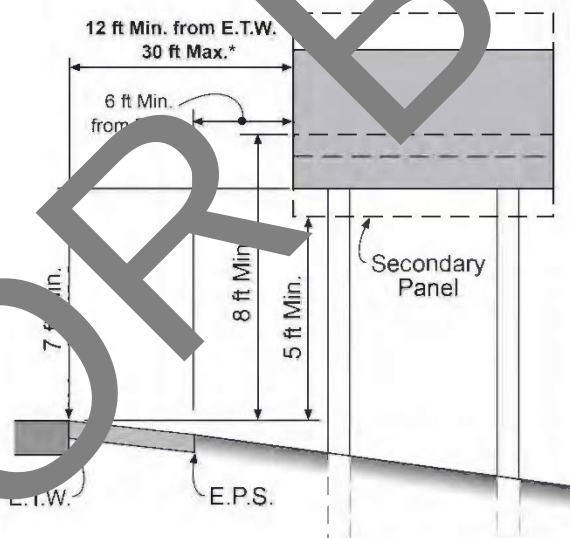
Signs in medians shall be placed at midpoint of median, and should not be closer than 6 ft from edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way. When appropriate, signs for opposing directions shall be placed back-to-back.

E.T.W. = Edge of Traveled Way  
E.P.S. = Edge of Paved Shoulder

**FREEWAY AND EXPRESSWAY LOCATIONS**



**ROUTE SHIELDS  
REGULATORY AND WARNING SIGNS**



**GUIDE SIGNS**

**CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS**

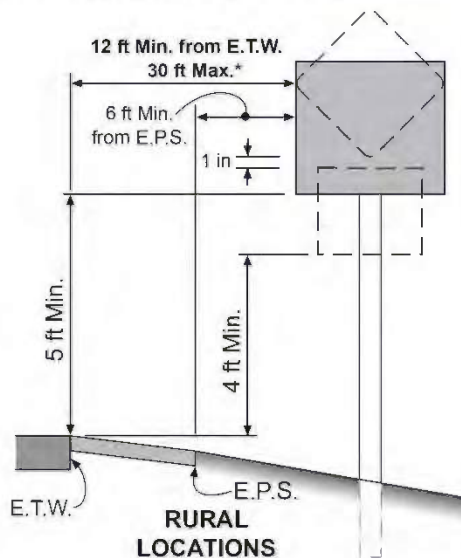
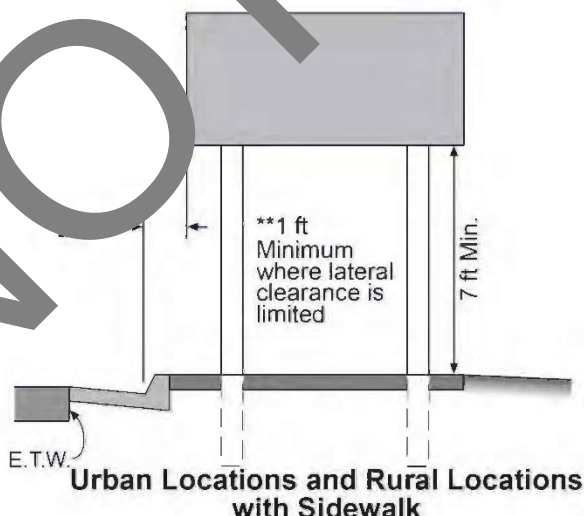
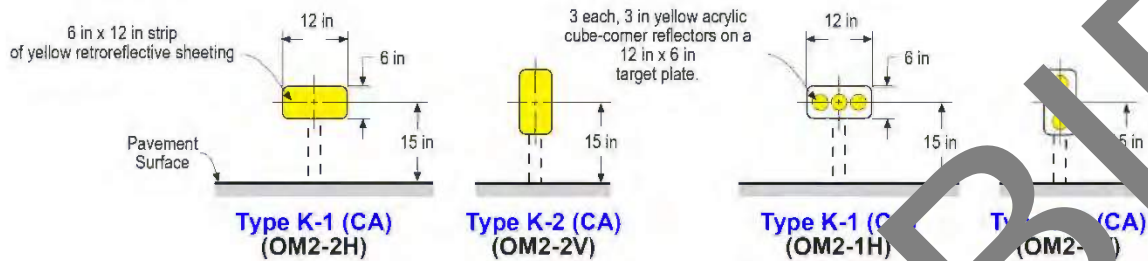
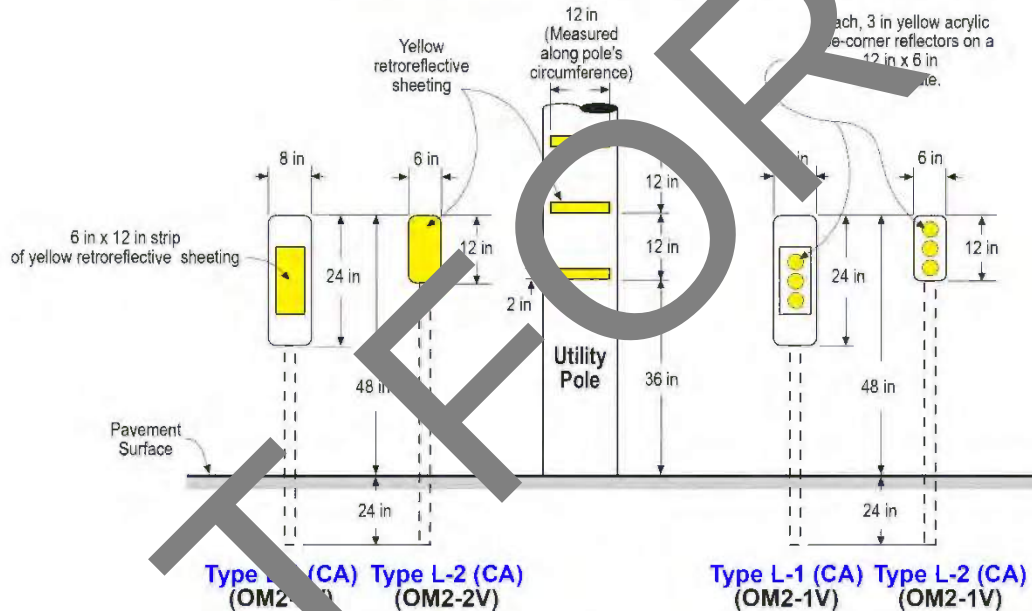


**Figure 2C-13 (CA). California Object Markers (Sheet 1 of 2)**

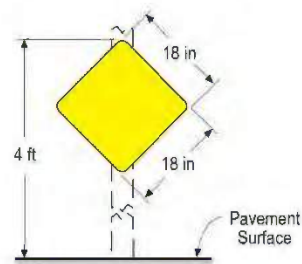
**Type K (CA) Object Marker (Type 2)**  
(obstructions adjacent to the roadway)



**Type L (CA) Object Marker (Type 2)**  
(obstructions adjacent to the roadway)



**Type N (CA) Object Marker (Type 1 or Type 4)**  
(obstructions within the roadway or end of roadway)



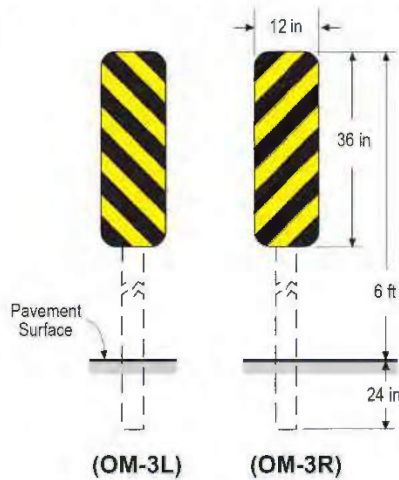
**Type N-1 (CA) (OM1-3), Type N-2 (CA) (OM4-3)**

NOT TO SCALE

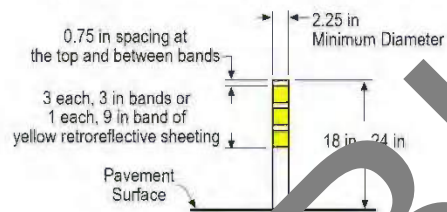


**Figure 2C-13 (CA). California Object Markers (Sheet 2 of 2)**

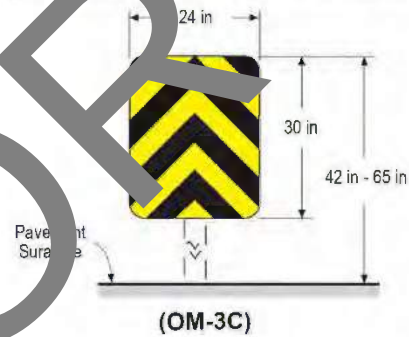
**Type P (CA) Object Marker (Type 3)**  
(obstructions adjacent to the roadway)



**Type Q (CA) Object Marker (Type 1)**  
(obstructions within the roadway)

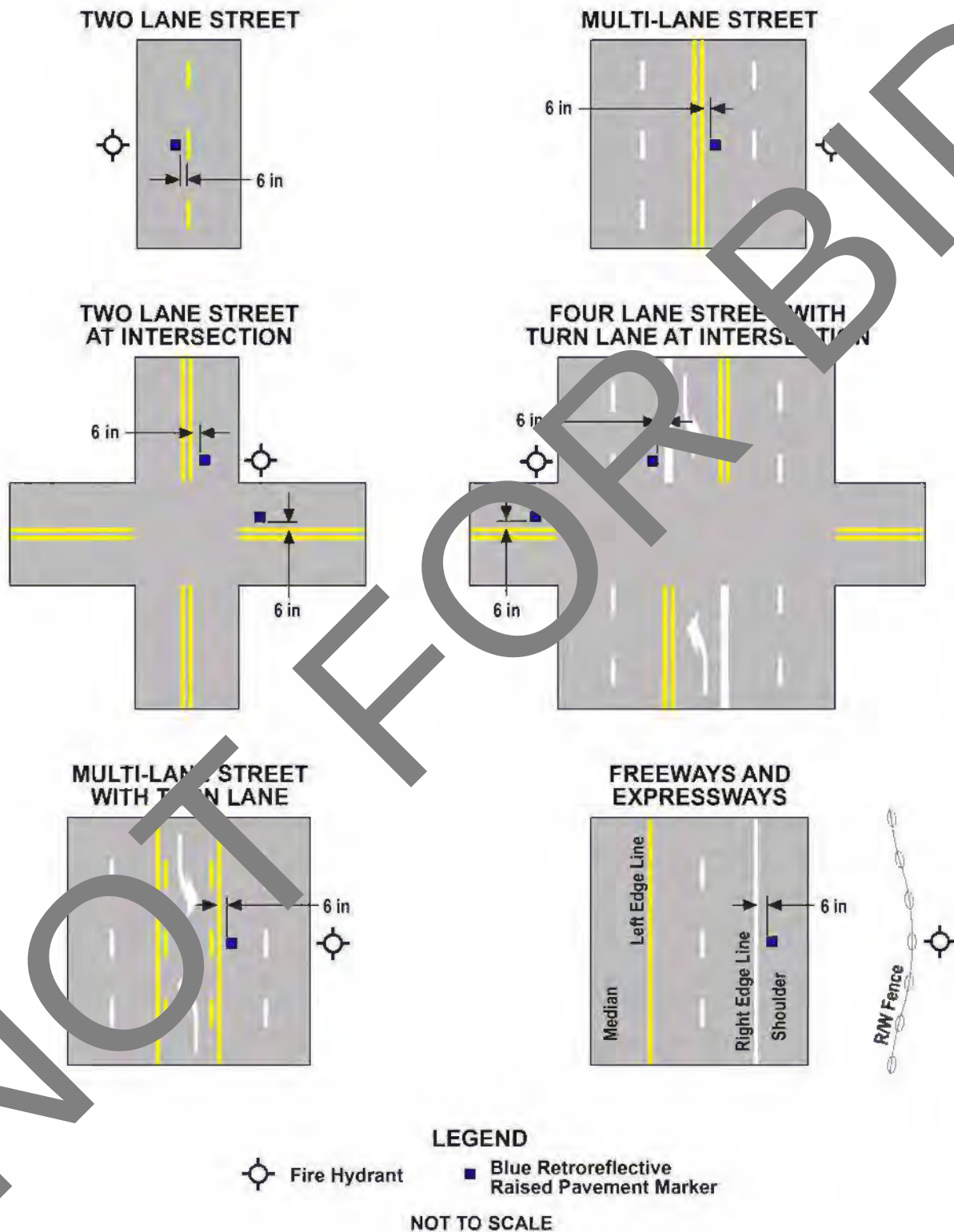


**Type R (CA) Object Marker (Type 1)**  
(obstructions within the roadway)



NOT TO SCALE

**Figure 3B-102 (CA). Examples of Fire Hydrant Location Pavement Markers**



### Notes for Figure 6H-28—Typical Application 28 Sidewalk Detour or Diversion

**Standard:**

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

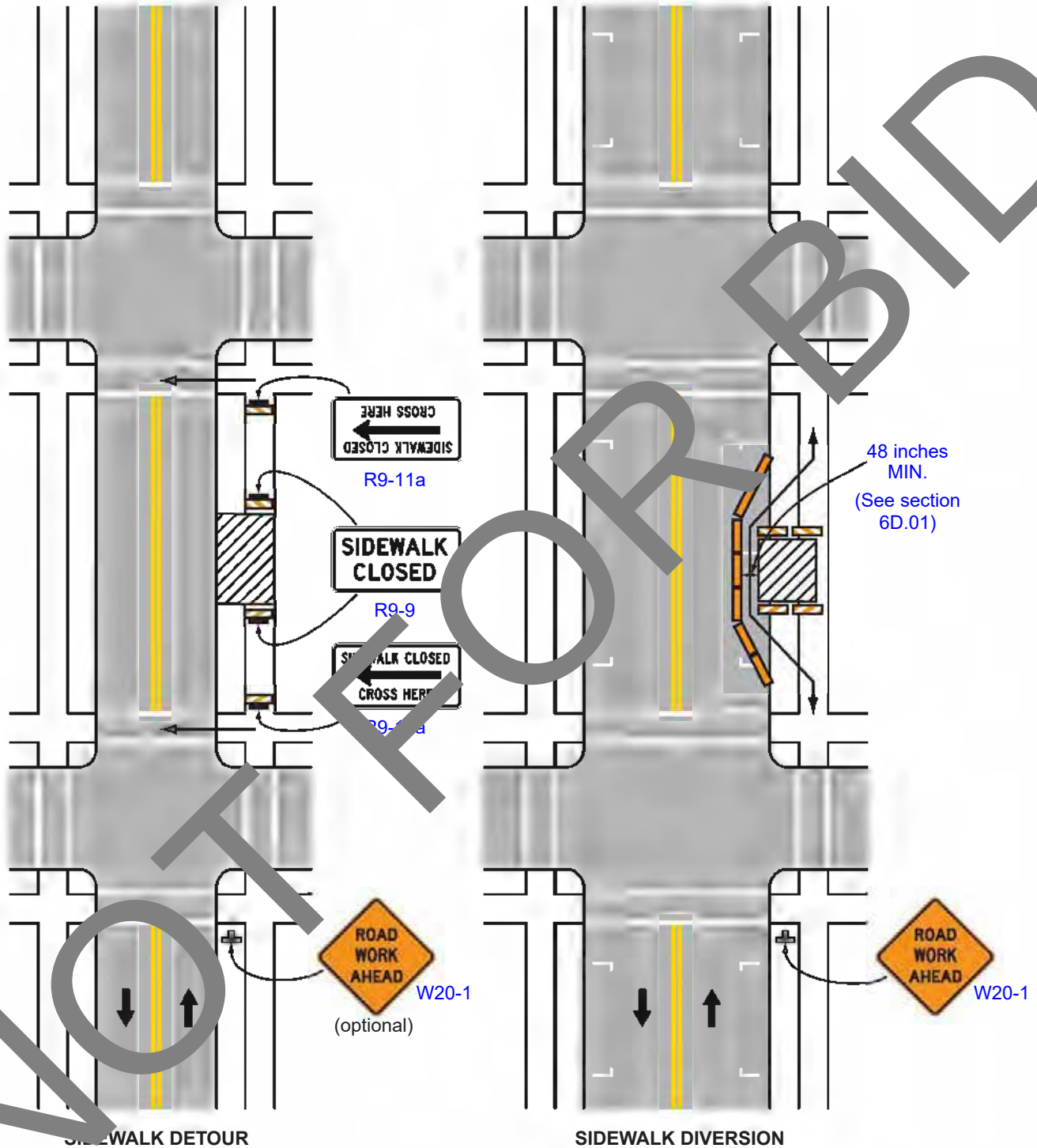
**Guidance:**

2. Where high speeds are anticipated, a temporary traffic barrier and, if necessary, a crash cushion should be used to separate the temporary sidewalks from vehicular traffic.
3. Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.

**Option:**

4. Street lighting may be considered.
5. Only the TTC devices related to pedestrians are shown. Other devices, such as ROAD CLOSURE signing or ROAD NARROWS signs, may be used to control vehicular traffic.
6. For nighttime closures, Type A Flashing warning lights may be used on barricades that support signs and close sidewalks.
7. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the temporary sidewalks from vehicular traffic flow.
8. Signs, such as KEEP RIGHT (LEFT), may be placed along temporary sidewalk to guide or direct pedestrians.

**Figure 6H-28. Sidewalk Detour or Diversion (TA-28)**



**Typical Application 28**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

### Notes for Figure 6H-29—Typical Application 29 Crosswalk Closures and Pedestrian Detours

**Standard:**

1. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.
2. ~~Curb parking shall be prohibited for at least 50 feet in advance of the midblock crosswalk.~~

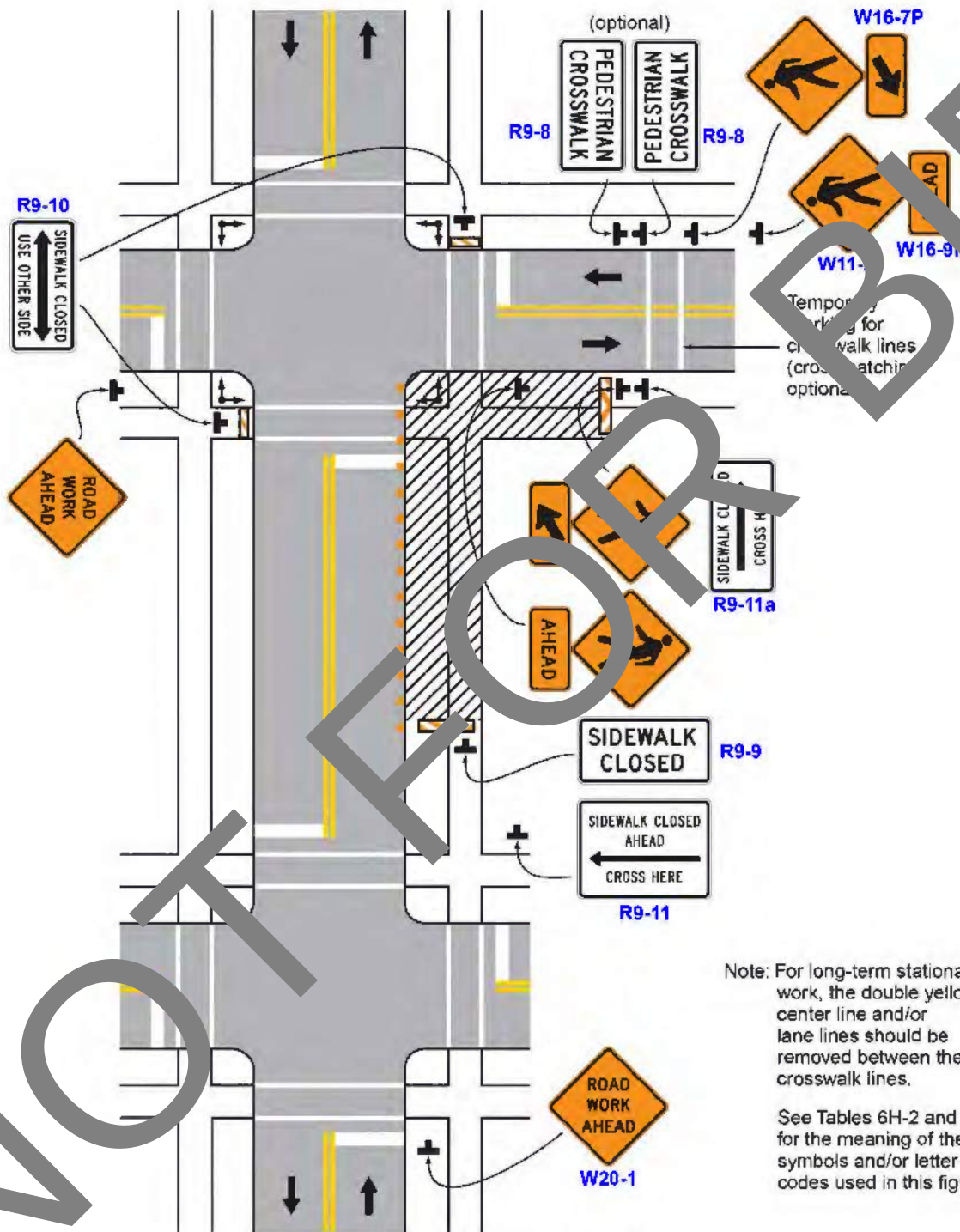
**Guidance:**

2. *Parking should be prohibited in advance of mid-block crosswalks. Mid-block crosswalks should be avoided when possible. See Section 3B.18.*
3. *Audible information devices should be considered where midblock closings and changed crosswalk areas cause inadequate communication to be provided to pedestrians who have visual disabilities.*
4. *Pedestrian traffic signal displays controlling closed crosswalks should be covered or deactivated.*

**Option:**

5. Street lighting may be considered.
6. Only the TTC devices related to pedestrians are shown. Other devices such as lane closure signing or ROAD NARROWS signs, may be used to control vehicular traffic.
7. For nighttime closures, Type A Flashing warning lights may be used on barricades supporting signs and closing sidewalks.
8. Type C Steady-Burn or Type D 360-degree Steady-Burn warning lights may be used on channelizing devices separating the work space from vehicular traffic.
9. In order to maintain the systematic use of the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs in a jurisdiction, the fluorescent yellow-green background for pedestrian, bicycle, and school warning signs may be used in TTC zones.

**Figure 6H-29. Crosswalk Closures and Pedestrian Detours (TA-29)**



**Typical Application 29**



## CHAPTER 6D. PEDESTRIAN AND WORKER SAFETY

### Section 6D.01 Pedestrian Considerations

#### Support:

01 A wide range of pedestrians might be affected by TTC zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. These pedestrians need a clearly delineated and usable travel path. Considerations for pedestrians with disabilities are addressed in Section 6D.02.

#### Standard:

02 **The various TTC provisions for pedestrian and worker safety set forth in Part 6 shall be applied by knowledgeable (for example, trained and/or certified) persons after appropriate evaluation and engineering judgment.**

03 **Advance notification of sidewalk closures shall be provided by the maintaining agency.**

04 **If the TTC zone affects the movement of pedestrians, adequate pedestrian access and walkways shall be provided. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route.**

#### Option:

05 If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as adding free bus service around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits.

#### Support:

06 It must be recognized that pedestrians are reluctant to retrace their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

#### Guidance:

07 *The following three items should be considered when planning for pedestrians in TTC zones:*

A. *Pedestrians should not be led into conflicts with vehicles, equipment, and operations.*

B. *Pedestrians should not be led into conflicts with vehicles moving through or around the worksite.*

C. *Pedestrians should be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).*

08 *A pedestrian route should not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.*

09 *Consideration should be made to separate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt skirting the worksite or making a midblock crossing.*

#### Support:

10 *Figures 6H-28 and 6H-29 show typical TTC device usage and techniques for pedestrian movement through work zones.*

#### Guidance:

11 *To accommodate the needs of pedestrians, including those with disabilities, the following considerations should be addressed when temporary pedestrian pathways in TTC zones are designed or modified:*

A. *Provisions for continuity of accessible paths for pedestrians should be incorporated into the TTC plan.*

B. *Public transit stops should be maintained.*

C. *A smooth, continuous hard surface should be provided throughout the entire length of the temporary pedestrian facility. There should be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11).*

D. *The width of the existing pedestrian facility should be provided for the temporary facility if practical. Traffic control devices and other construction materials and features should not intrude into the usable width of the*

sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space should be provided at least every 200 feet to allow individuals in wheelchairs to pass.

- E. Blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with a cane and a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment should be used to determine if pedestrian signals or accessible pedestrian signals should be considered for crossings along an alternate route.
- F. When channelization is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the length of the facility such that pedestrians using a long cane can follow it. These detectable edgings should comply with the provisions of Section 6F.74.
- G. Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway should not project more than 4 inches into accessible pedestrian facilities.

Option:

12 Whenever it is feasible, closing off the worksite from pedestrian intrusion may be preferable to channelizing pedestrian traffic along the site with TTC devices.

Guidance:

13 Fencing should not create sight distance restrictions for road users. Fences should not be constructed of materials that would be hazardous if impacted by vehicles. Wooden railing fencing, and similar systems placed immediately adjacent to motor vehicle traffic should not be used as substitutes for crashworthy temporary traffic barriers.

14 Ballast for TTC devices should be kept to the minimum amount needed and should be mounted low to prevent penetration of the vehicle windshield.

15 Movement by work vehicles and equipment across designated pedestrian paths should be minimized and, when necessary, should be controlled by flaggers or TTC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths should be avoided since it encourages movement of workers, equipment, and materials across the pedestrian path.

16 Access to the work space by workers and equipment across pedestrian walkways should be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.

Option:

17 A canopied walkway may be used to protect pedestrians from falling debris, and to provide a covered passage for pedestrians.

Guidance:

18 Covered walkways should be sturdily constructed and adequately lighted for nighttime use.

19 When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration should be given to separating them by a temporary traffic barrier.

20 If a temporary traffic barrier is used to shield pedestrians, it should be designed to accommodate site conditions.

Support:

21 Depending on the possible vehicular speed and angle of impact, temporary traffic barriers might deflect upon impact by an impacting vehicle. Guidance for locating and designing temporary traffic barriers can be found in Chapter 10 of AASHTO's "Roadside Design Guide" (see Section 1A.11).

Standard:

22 **Short intermittent segments of temporary traffic barrier shall not be used because they nullify the containment and redirective capabilities of the temporary traffic barrier, increase the potential for serious injury both to vehicle occupants and pedestrians, and encourage the presence of blunt, leading ends. All upstream leading ends that are present shall be appropriately flared or protected with properly installed and maintained crashworthy cushions. Adjacent temporary traffic barrier segments shall be properly connected in order to provide the overall strength required for the temporary traffic barrier to perform properly.**



**23 Normal vertical curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are needed.**

**Option:**

24 Temporary traffic barriers or longitudinal channelizing devices may be used to discourage pedestrians from unauthorized movements into the work space. They may also be used to inhibit conflicts with vehicular traffic by minimizing the possibility of midblock crossings.

**Support:**

25 A major concern for pedestrians is urban and suburban building construction encroaching onto the contiguous sidewalks, which forces pedestrians off the curb into direct conflict with moving vehicles.

**Guidance:**

26 *If a significant potential exists for vehicle incursions into the pedestrian path, pedestrians should be reassured, or temporary traffic barriers should be installed.*

**Support:**

27 TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edge can satisfactorily delineate a pedestrian path.

**Guidance:**

28 *Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" (see Section 1A.11), and should not be used as a control for pedestrian movements.*

29 *In general, pedestrian routes should be preserved in urban and commercial suburban areas. Alternative routing should be discouraged.*

30 *The highway agency in charge of the TTC zone should regularly inspect the activity area so that effective pedestrian TTC is maintained.*

**Support:**

31 *Other laws and requirements are unique to California and need to be followed when providing pedestrian access through or around TTC zones.*

32 *Additional information on this topic can be found in publication titled "Pedestrian Considerations for California Temporary Traffic Control Zones on Caltrans' following web link:*

<http://dot.ca.gov/hq/traffops/engineering/control-devices/pdf/PedBrochure.pdf>

## **Section 6D.02 Accessibility Considerations**

**Support:**

01 Additional information on the design and construction of accessible temporary facilities is found in publications listed in Section 1A.11 (see Publications 12, 38, 39, and 42).

**Guidance:**

02 *The extent of pedestrian needs should be determined through engineering judgment or by the individual responsible for each TTC zone situation. Adequate provisions should be made for pedestrians with disabilities.*

**Standard:**

03 **When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.**

**Support:**

04 *Providing a detectable, channelized pedestrian route is much more useful to pedestrians who have visual disabilities than closing a walkway and providing audible directions to an alternate route involving additional crossings and a return to the original route. Braille is not useful in conveying such information because it is difficult to find. Audible instructions might be provided, but the extra distance and additional street crossings might add complexity to a trip.*

**Guidance:**

05 *Because printed signs and surface delineation are not usable by pedestrians with visual disabilities, blocked routes, alternate crossings, and sign and signal information should be communicated to pedestrians with visual*

*disabilities by providing audible information devices, accessible pedestrian signals, and barriers and channelizing devices that are detectable to pedestrians traveling with the aid of a long cane or who have low vision.*

**Support:**

*06 The most desirable way to provide information to pedestrians with visual disabilities that is equivalent to visual signing for notification of sidewalk closures is a speech message provided by an audible information device. Devices that provide speech messages in response to passive pedestrian actuation are the most desirable. Other devices that continuously emit a message, or that emit a message in response to use of a pushbutton, are also acceptable. Signing information can also be transmitted to personal receivers, but currently such receivers are not likely to be carried or used by pedestrians with visual disabilities in TTC zones. Audible information devices might not be needed if detectable channelizing devices make an alternate route of travel evident to pedestrians with visual disabilities.*

**Guidance:**

*07 If a pushbutton is used to provide equivalent TTC information to pedestrians with visual disabilities, the pushbutton should be equipped with a locator tone to notify pedestrians with visual disabilities that a special accommodation is available, and to help them locate the pushbutton.*

### **Section 6D.03 Worker Safety Considerations**

**Support:**

*01 Equally as important as the safety of road users traveling through the TTC zone is the safety of workers. TTC zones present temporary and constantly changing conditions that are unexpected to the road user. This creates an even higher degree of vulnerability for workers on or near the road.*

*02 Maintaining TTC zones with road user flow inhibited as little as possible, and using TTC devices that get the road user's attention and provide positive direction are of particular importance. Likewise, equipment and vehicles moving within the activity area create a risk to workers on foot. When possible, the separation of moving equipment and construction vehicles from workers on foot provides the operator of these vehicles with a greater separation clearance and improved sight lines to minimize exposure to the hazards of moving vehicles and equipment.*

**Guidance:**

*03 The following are the key elements of worker safety and TTC management that should be considered to improve worker safety:*

- A. Training—all workers should be trained on how to work next to motor vehicle traffic in a way that minimizes their vulnerability. Workers having specific TTC responsibilities should be trained in TTC techniques, device usage, and placement.*
- B. Temporary Traffic Barriers—temporary traffic barriers should be placed along the work space depending on factors such as lateral clearance of workers from adjacent traffic, speed of traffic, duration and type of operation, time of day, and volume of traffic.*
- C. Speed Reduction—reducing the speed of vehicular traffic, mainly through regulatory speed zoning, funneling, lane reduction, or the use of uniformed law enforcement officers or flaggers, should be considered. [The use of regulatory speed zone signing tends to be more effective when law enforcement is present. Refer to Section 6C.05.](#)*
- D. Activity Area—planning the internal work activity area to minimize backing-up maneuvers of construction vehicles should be considered to minimize the exposure to risk.*
- E. Worker Safety Planning—a trained person designated by the employer should conduct a basic hazard assessment for the worksite and job classifications required in the activity area. This safety professional should determine whether engineering, administrative, or personal protection measures should be implemented. This plan should be in accordance with the Occupational Safety and Health Act of 1970, as amended, “General Duty Clause” Section 5(a)(1) - Public Law 91-596, 84 Stat. 1590, December 29, 1970, as amended, and with the requirement to assess worker risk exposures for each job site and job classification, as per 29 CFR 1926.20 (b)(2) of “Occupational Safety and Health Administration Regulations, General Safety and Health Provisions” (see Section 1A.11).*

BIDDER: \_\_\_\_\_

**PROPOSAL**

**TO THE BOARD OF SUPERVISORS  
OF THE SAN BERNARDINO COUNTY  
STATE OF CALIFORNIA**

For Construction On

**BALDWIN LANE SIDEWALK PROJECT  
From 400' west of Maple Lane to Creekside Lane**

**LENGTH: 0.55 MILES**

**WORK ORDER: H15029**

**AREA: Big Bear Lake**

**ROAD NO.: Baldwin Lane 157100-010**

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE SAN BERNARDINO COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.**

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the San Bernardino County, in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefore the following prices, to wit:

## PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

### IMPORTANT

#### Failure to Properly Complete Bid Package May Result in Rejection of Bid

**1**

Proposal – Assemble all pages in same numbering sequence as original.

- ☐ Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
- ☐ Unit Prices are entered for all bid items (or Alternate bid items).
- ☐ Corrections or changes to the bid document are initialed.
- ☐ Subcontractors, if any, are listed
- ☐ Public Contract Code Section 10285.1 Statement is executed
- ☐ Public Contract Code Section 10162 Questionnaire is completed
- ☐ Noncollusion Declaration is executed and submitted with bid.
- ☐ Bidder Information is completed and correct
- ☐ Proposal is complete and signed by authorized company representative.

**2**

Addendums, if any, are acknowledged (normally sent by facsimile and mail)

- ☐ "Bidder's Certification" (Just the Certification page) are executed and attached.

**3**

Bidder's Security.

- ☐ 10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
- ☐ If Bidder's Bond, surety signature is notarized.
- ☐ If Bidder's Bond, surety power of attorney is attached.

**4**

ePRO.

- ☐ Registered as a vendor in the ePro System prior to date and time to receive bid.
- ☐ If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the Department of Public Works, Front Reception. Must be received on or before the time set for the opening of bids.
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
- ☐ If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.

**5**

REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).

DIR Registration Number identified for Bidder and all subcontractors.

Bidder: \_\_\_\_\_

Project: **Various Roads (See Below)**

W.O.#: **(See Below)**

Limits: **Various Roads (See Below)**

| Item No. | Approx. Quant. | Meas. Unit | Item Description                                                                                | Unit Price | Total        |
|----------|----------------|------------|-------------------------------------------------------------------------------------------------|------------|--------------|
| 1        | 20,000         | F.A.       | Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts) | \$ 1.00    | \$ 20,000.00 |
| 2        | 1              | L.S.       | Water Pollution Control Program (WPCP)                                                          | \$         | \$           |
| 3        | 1              | L.S.       | Mobilization                                                                                    | \$         | \$           |
| 4        | 1              | L.S.       | Traffic Control System                                                                          | \$         | \$           |
| 5        | 4              | EA.        | Portable Changeable Message Sign                                                                | \$         | \$           |
| 6        | 185            | L.F.       | Remove Traffic Stripe                                                                           | \$         | \$           |
| 7        | 950            | S.Y.       | Remove Asphalt Concrete Surfacing                                                               | \$         | \$           |
| 8        | 315            | L.F.       | Remove Asphalt Concrete Dike                                                                    | \$         | \$           |
| 9        | 5              | EA.        | Reset and Relocate Roadside Sign                                                                | \$         | \$           |
| 10       | 25             | S.Y.       | Remove Concrete (Ramps and Sidewalks)                                                           | \$         | \$           |
| 11       | 65             | L.F.       | Remove Concrete (Curbs and Gutters)                                                             | \$         | \$           |
| 12       | 650            | S.Y.       | Cold Plane (0.10) Asphalt Concrete Pavement                                                     | \$         | \$           |
| 13       | 3              | EA.        | Remove Tree & Stump                                                                             | \$         | \$           |
| 14       | 1              | L.S.       | Clearing and Grubbing                                                                           | \$         | \$           |
| 15       | 1              | L.S.       | Develop Water Supply                                                                            | \$         | \$           |
| 16       | 530            | C.Y.       | Roadway Excavation                                                                              | \$         | \$           |
| 17       | 350            | C.Y.       | Imported Material                                                                               | \$         | \$           |
| 18       | 1              | L.S.       | Finishing Roadway                                                                               | \$         | \$           |
| 19       | 202            | C.Y.       | Class 2 Aggregate Base                                                                          | \$         | \$           |
| 20       | 350            | TON        | Asphalt Concrete (Type A)                                                                       | \$         | \$           |
| 21       | 11             | L.F.       | Place Asphalt Concrete Dike                                                                     | \$         | \$           |
| 22       | 45             | S.Y.       | Place Asphalt Concrete (Driveway)                                                               | \$         | \$           |
| 23       | 155            | L.F.       | Minor Concrete 6" Concrete Curb                                                                 | \$         | \$           |
| 24       | 2,325          | L.F.       | Minor Concrete 6" Concrete Curb and Gutter                                                      | \$         | \$           |
| 25       | 230            | L.F.       | Minor Concrete 8" Concrete Curb                                                                 | \$         | \$           |
| 26       | 12             | C.Y.       | Minor Concrete (Pedestrian Ramps)                                                               | \$         | \$           |
| 27       | 180            | C.Y.       | Minor Concrete (Sidewalk)                                                                       | \$         | \$           |
| 28       | 6              | S.Y.       | Rock Treatment                                                                                  | \$         | \$           |
| 29       | 112            | S.F.       | ADA Ramp Detectable Warning Surface                                                             | \$         | \$           |
| 30       | 1              | EA.        | Object Marker - Type L-1(CA)(OM2-2V)                                                            | \$         | \$           |
| 31       | 25             | L.F.       | Tubular Handrailing                                                                             | \$         | \$           |

Bidder: \_\_\_\_\_

Project: **Various Roads (See Below)**

W.O.#: **(See Below)**

Limits: **Various Roads (See Below)**

| Item No. | Approx. Quant. | Meas. Unit | Item Description                                         | Unit Price | Total |
|----------|----------------|------------|----------------------------------------------------------|------------|-------|
| 32       | 2,600          | L.F.       | Paint Double 6" wide Yellow Traffic Stripe (2-Coat)      | \$         | \$    |
| 33       | 2,350          | L.F.       | Paint 6" wide Traffic Stripe (2-Coat)                    | \$         | \$    |
| 34       | 130            | S.F.       | Paint 4" wide Traffic Stripe (2-Coat) Parking Lot Stripe | \$         | \$    |
| 35       | 352            | S.F.       | Paint Pavement Marking (2-Coat)                          | \$         | \$    |
| 36       | 240            | EA.        | Pavement Marker (Recessed - Retroreflective - Type D)    | \$         | \$    |
| 37       | 2              | EA.        | Pavement Marker (Recessed - Retroreflective - Blue)      | \$         | \$    |
| 38       | 1              | L.S.       | Fire Plan                                                | \$         | \$    |

**PROJECT TOTAL \$**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this proposal shall be accepted, the contract shall be signed by the successful bidder and returned **within 10 days**, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the San Bernardino County.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL  
BIDDER**

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq.

**Note:** Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

**Information marked with \*\* is required.** (Make additional copies of this form if needed)

**SUBCONTRACTORS LIST**

Name: \*\* Fed. ID: Item(s) #: \*\*

Business Location: \*\* % (s):

Telephone: ( ) Amount: \$

License #: \*\* Description of Work: \*\*

DIR Registration #: \*\*

Name: \*\* Fed. ID: Item(s) #: \*\*

Business Location: \*\* % (s):

Telephone: ( ) Amount: \$

License #: \*\* Description of Work: \*\*

DIR Registration #: \*\*

Name: \*\* Fed. ID: Item(s) #: \*\*

Business Location: \*\* % (s):

Telephone: ( ) Amount: \$

License #: \*\* Description of Work: \*\*

DIR Registration #: \*\*

Name: \*\* Fed. ID: Item(s) #: \*\*

Business Location: \*\* % (s):

Telephone: ( ) Amount: \$

License #: \*\* Description of Work: \*\*

DIR Registration #: \*\*



**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder

has ☐ Check One has not ☒

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

# PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

**Yes**

11

### Check One

**N**



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

NOT FOR

**NOTE:** The above Questionnaire is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE**  
**SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6, AND 20104.50**  
**RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT**

**9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 15000) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The

public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(6) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute

resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as to that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**20104.**

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**20104.2** For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**10104.4** The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall any fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

#### **20104.6**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **ARTICLE 1.7**

Mediation, Performance, Payment

#### **20104.50**

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.



(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

**NONCOLLUSION DECLARATION  
TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

**(Public Contract Code section 7106)**

The undersigned declares:

I am the \_\_\_\_\_ [title] of \_\_\_\_\_  
[name of the bidder], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_, [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Print Name

Signature - REQUIRED

**NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid will result in the Bid being found nonresponsive.**

**Bidders are reminded that this declaration must be signed under penalty of perjury.**

**If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.**

**IRAN CONTRACTING ACT OF 2010**  
**(Public Contract Code section 2200 et seq.)**

**(Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):**

In accordance with Public Contract Code section 2204 (a), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

**NOTE:** The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may subject bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

**NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL**

Accompanying this proposal is \_\_\_\_\_

in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$ )," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

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

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

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Licensed in accordance with an act providing for the registration of Contractors,

License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Dept. of Industrial Relations Reg. No: \_\_\_\_\_ Federal Identification No.: \_\_\_\_\_

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing documents are true and correct and that the bidder satisfies all of the requirements identified in said documents.

If the bid proposal is submitted through eProcure the undersigned acknowledges that its electronic signature is legally binding.

| <u>Print Name</u> | <u>Signature - REQUIRED</u> | <u>Title</u> |
|-------------------|-----------------------------|--------------|
| _____             | _____                       | _____        |
| _____             | _____                       | _____        |
| _____             | _____                       | _____        |
| _____             | _____                       | _____        |

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

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

City of Business \_\_\_\_\_

Business Phone No. \_\_\_\_\_ Business Fax No. \_\_\_\_\_

Place of Residence \_\_\_\_\_

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, as Principal, (hereinafter called the "Principal")  
and \_\_\_\_\_, as Surety (hereinafter called "Surety"),  
an admitted Surety insurer pursuant to Code of Civil Procedure, Section 995.120, legally doing business in California, at:

\_\_\_\_\_ are held and firmly bound unto the **SAN BERNARDINO COUNTY**, as Oblige, (hereinafter called "Obligee"), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for:

**PROJECT TITLE: BALDWIN LANE SIDEWALK PROJECT; PROJECT LIMITS: FROM 400' WEST OF  
MAPLE LANE TO CREEKSIDE Lane; W. O. N. : H15029**

**BID DATE:** \_\_\_\_\_

**NOW, THEREFORE**, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of said proposal and give such bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then the event of the failure of the Principal to enter into such contract and give such bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and the larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Year

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



Contract Number

SAP Number

## PUBLIC WORKS

Department Contract Representative  
Telephone Number

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

### IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth services to be rendered, amount and manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**ARTICLE I.** That for and in consideration of payment and agreements hereinafter mentioned to be made and performed by County, and under the conditions expressed in the two bonds, hereunto annexed, Contractor agrees with County, at Contractor's own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substantial manner, this project to the satisfaction of the Director of Public Works in accordance with the following documents, which are incorporated herein by this reference, and the articles set out below:

Plans entitled: Plans for Construction on Baldwin Lane Sidewalk Project From 400' west of Maple Lane to Creekside Lane, Big Bear Lake area, Work Order No.: H15029; Road No.: Baldwin Lane 151100-010.

Revised Standard Plans (Revisions on both the Standard Specifications and the Standard Plans) including the 2009 Revised Standard Specifications and Plans (Revisions through 2017), & 2018 Revised Standard Plans (Revisions through 2021), unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on Baldwin Lane Sidewalk Project From 400' west of Maple Lane to Creekside Lane; Length: 0.55 MILES; Work Order No.: H15029; Area: Big Bear Lake Road No.: Baldwin Lane 151100-010.

**ARTICLE II.** Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until its acceptance by the County, and for all risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Project: \_\_\_\_\_

W.O. #: \_\_\_\_\_

Limits: \_\_\_\_\_

| Item No. | Approx. Quant. | Meas. Unit | Item Description | Unit Price | Total |
|----------|----------------|------------|------------------|------------|-------|
|----------|----------------|------------|------------------|------------|-------|

*Table of Contract Quantities, Items and  
Prices will be shown here*

NOT FOR BID

**ARTICLE III.** County hereby promises and agrees with Contractor to employ and does hereby employ Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV.** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

**ARTICLE V.** Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

**ARTICLE VI.** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**ARTICLE VII.** During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 12466, 11375, 11615, 12138, 12432, 12250, Title VI and VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**ARTICLE VIII.** Contractor shall comply with the provisions found in Exhibit A," entitled, "Prevailing Wage Requirements, Required Contract Provisions [Federal Form 1273] Federal Construction Contracts, Female and Minority Goals, and Federal Trainee Program," attached to this Contract and incorporated herein by this reference.

**ARTICLE IX.** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

**ARTICLE X.** By my signature hereunder, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 of the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

**ARTICLE XI.** By my signature hereunder, as Contractor, I agree that County has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide County with any relevant information requested and shall permit County access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

**ARTICLE XII.** Contractor shall comply with the Prevailing Wage Laws described in this Agreement, including Exhibit A.

As required by Labor Code Section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 70261 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**ARTICLE XIII.** Contractor agrees:

(1) not utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.



(2) To furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

By my signature hereunder, as Contractor, I certify that I am aware of the above provisions and requirements of the Cargo Preference Act and understand that the County may require Contractor to provide proof of the Contractor's subcontractors' compliance with the Cargo Preference Act acceptable to County, the California Department of Transportation and the U.S. Department of Transportation Federal Highway Administration ("FHWA"). At the County Engineer's direction, Contractor shall certify in writing to County that Contractor and/or its subcontractors has/have complied with the Cargo Preference Act.

NOT FOR BIDD

BOARD OF SUPERVISORS

►  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_, County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A - PREVAILING WAGE REQUIREMENTS, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS, FEMALE AND MINORITY GOALS, AND FEDERAL TRAINEE PROGRAM**

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1770 et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775 the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime

hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
  - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40)

hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
- 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
- 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

- vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted not more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or release as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3000) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements

of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) or subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract filed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of a contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that all of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of



one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (b). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractor or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.5 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except

those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 100 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training and contributions for each apprenticeable hour employed on the Contract, and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

### **2. Compliance with California Labor Code section 1777.5 requires all public works**

#### **Contractors to:**

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—it is not a request for the dispatch of an apprentice.
  - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
  - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

- v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program a written notice of at least 72 hours (business days only) before the date on which apprentices are required.
  - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
  - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
  - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor must meet its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
  - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
  - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
  - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
  - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
  - v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratio:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeship Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. Self assignment of an apprentice to any work performed under the Contract documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment, or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as toll roads or rural minor collectors.

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further requires inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposals or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (including purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

### II. NONDISCRIMINATION

The provisions of this section related to 28 CFR Part 230 are applicable to Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the provisions of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedure for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employment referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discrimination against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to ensure that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or trainable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### 9. **Selection of Subcontractors, Procurement**

**Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. **Assistance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's and DOT approved EEO program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as a Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Cleveland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification, wage rate and fringe benefits therefore, when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the contract all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

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

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed, copies of all payrolls to the contracting agency. The payrolls submitted shall be accurate and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office. If a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representative.

**10. Certification of eligibility.**

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6 which are used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

**3. Withholding for unpaid wages and liquidated damages.**

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and Federal aid is to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all equipment, safety devices and protective equipment and take all other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder/proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 36 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded" as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transaction" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a one-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where a prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. In completing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontract). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



### Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA-1273), the following are the female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

| Minority Utilization Goals |                                                                                                        | Goal (Percent) |
|----------------------------|--------------------------------------------------------------------------------------------------------|----------------|
| Economic Area              |                                                                                                        |                |
| 174                        | Redding CA:<br>Non-SMSA Counties:<br>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama | 6.8            |
| 175                        | Eureka, CA<br>Non-SMSA Counties:<br>CA Del Norte; CA Humboldt; CA Trinity                              | 6.6            |
| 176                        | San Francisco-Oakland-San Jose, CA:                                                                    |                |
|                            | SMSA Counties:                                                                                         |                |
|                            | 7120 Salinas-Seaside-Monterey, CA                                                                      | 28.9           |
|                            | CA Monterey                                                                                            |                |
|                            | 7360 San Francisco-Oakland                                                                             | 25.6           |
|                            | CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo                                  |                |
|                            | 7400 San Jose, CA                                                                                      |                |
|                            | CA Santa Clara, CA                                                                                     | 19.6           |
|                            | 7485 Santa Cruz, CA                                                                                    |                |
|                            | CA Santa Cruz                                                                                          | 14.9           |
| 177                        | 7500 Santa Rosa                                                                                        |                |
|                            | CA Sonoma                                                                                              | 9.1            |
|                            | 8720 Vallejo-Fairfield-Napa, CA                                                                        |                |
|                            | CA Napa; CA Solano                                                                                     | 17.1           |
|                            | Non-SMSA Counties:                                                                                     |                |
|                            | CA Lake; CA Mendocino; CA Glenn; CA Butte                                                              | 23.2           |
|                            | CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba                            |                |
|                            | Sacramento, CA                                                                                         |                |
|                            | SMSA Counties: 6920                                                                                    |                |
|                            | Sacramento, CA                                                                                         | 16.1           |
| 178                        | CA Placer; CA Sacramento; CA Yolo                                                                      |                |
|                            | Non-SMSA Counties:                                                                                     | 14.3           |
|                            | CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba                  |                |
|                            | Stockton-Manteca, CA:                                                                                  |                |
|                            | SMSA Counties:                                                                                         |                |
|                            | 5170 Modesto, CA                                                                                       | 12.3           |
|                            | CA Stanislaus 8120                                                                                     |                |
|                            | Stockton, CA CA                                                                                        | 24.3           |
|                            | San Joaquin                                                                                            |                |
|                            | Non-SMSA Counties                                                                                      | 19.8           |
| 179                        | CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne                                |                |
|                            | Fresno-Bakersfield, CA                                                                                 |                |
|                            | SMSA Counties:                                                                                         |                |
|                            | 0680 Bakersfield, CA                                                                                   | 19.1           |
|                            | CA Kern                                                                                                |                |
|                            | 2840 Fresno, CA                                                                                        | 26.1           |
|                            | CA Fresno                                                                                              |                |
|                            | Non-SMSA Counties:                                                                                     | 23.6           |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                              |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
|     | CA Kings; CA Madera; CA Tulare                                                                                                                                                                                                                                                                                                                                                                                     |                                              |
| 180 | Los Angeles, CA:<br>SMSA Counties:<br>0360 Anaheim-Santa Ana-Garden Grove, CA<br>CA Orange<br>4480 Los Angeles-Long Beach, CA<br>CA Los Angeles<br>6000 Oxnard-Simi Valley-Ventura, CA<br>CA Ventura<br>6780 Riverside-San Bernardino-Ontario, CA<br>CA Riverside; CA San Bernardino<br>7480 Santa Barbara-Santa Maria-Lompoc, CA<br>CA Santa Barbara<br>Non-SMSA Counties<br>CA Inyo; CA Mono; CA San Luis Obispo | 11.9<br>17.3<br>21.5<br>15.0<br>19.7<br>24.5 |
| 181 | San Diego, CA:<br>SMSA Counties<br>7320 San Diego, CA<br>CA San Diego<br>Non-SMSA Counties<br>CA Imperial                                                                                                                                                                                                                                                                                                          | 16.9<br>18.2                                 |

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA 1390 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### **Federal Trainee Program**

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County's approval for this submitted information before you start work. The County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program. Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training