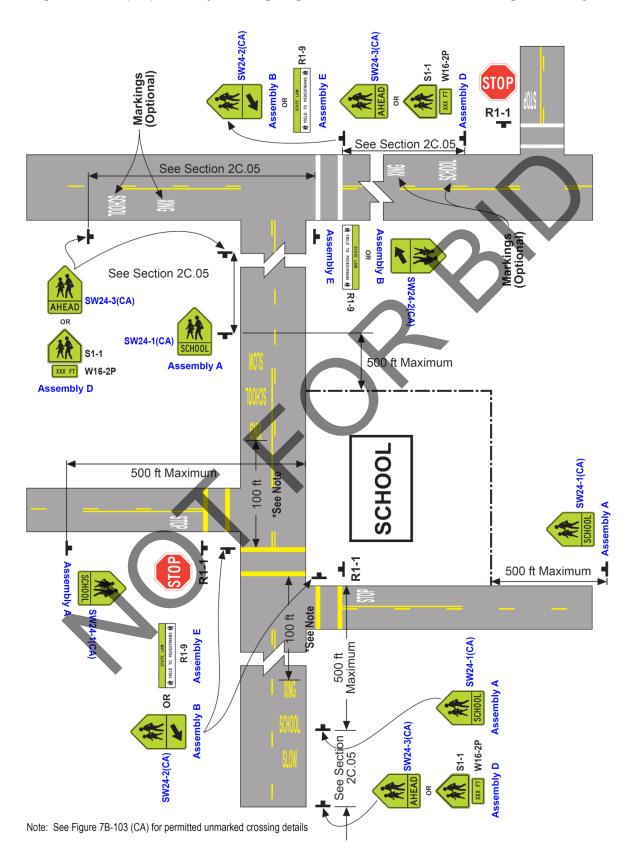
S5-3 500 ft Maximum → See Section 2C.05 W16-2P SW24-3(CA) R2-1 Assembly C 1111/2 **Assembly B** Assembly E 100 ft 500 ft Maximum — SCHOOL SPEED LIMIT SR4-1(CA) **Assembly C**

See Section 2/C.05

Figure 7B-102 (CA). Example of Signing for Traffic Control in School Areas with Flashing Yellow Beacons

W16-2P

Figure 7B-104(CA). Example of Signing for School Crosswalk Warning Assembly



CHAPTER 6D. PEDESTRIAN AND WORKER SAFETY

Section 6D.01 Pedestrian Considerations

Support:

of 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:

of 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:

futaance:

- of 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. Access to 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 the aid of 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 errant vehicle. Guidance for locating and designing temporary traffic barriers can be found in Chapter 9 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 rerouted or temporary traffic barriers should be installed.

Support:

27 TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edging 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:

https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev8/temp-ped-access-route-07142017-a11y.pdf

Section 6D.02 Accessibility Considerations

Support

of 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:**

of 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 Maintaining 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:

os 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:

of 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:

of 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:

of 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 by the road user. This creates an even higher degree of vulnerability for workers on or near the roadway.

o2 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 operations, 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.01.
 - 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

Item F-163 Wildlife Deterrent Fence Skirt

This specification may be edited as necessary to match the approved wildlife hazard assessment plan.

Prior to specifying fencing material on a federally funded project the type and nature of fencing will depend upon what purpose the fence is intended for. Wildlife fencing is to impede the entry of wildlife onto an airport is as outlined in a Wildlife Hazard Assessment Plan. See AIP Handbook FAA Order 5300.38 for guidance on eligibility of federal funds for fencing. Typical fence skirt details are available on the Airports website: www.faa.gov/airports/engineering/.

All steel and manufactured goods provided for this item must meet the Buy American provisions contained in this contract.

DESCRIPTION

163-1.1 This item shall consist of furnishing and installing chain-link fence fabric underground along an existing chain link fence or wildlife fabric fence, constructing concrete pads at existing fence gates in accordance with these specifications and the details shown on the drawings and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

- **163-2.1 Chain link fence fabric.** The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A392, Class II. The fabric shall be 5 feet (1.5 m) wide.
- **163-2.2 Barbed wire.** Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3.
- **163-2.3** Wire ties and tension wires. Wire fabric ties, wire ties, and tension wire for a given type of fabric shall be the same material as the fabric type. The tension wire shall be 7-gauge coiled spring wire coated similarly to the respective wire fabric being used.

Wire fabric ties shall be hog rings of galvanized steel wire not less than 9-gauge.

All material shall conform to Federal Specification RR-F-191/4.

- **163-2.4 Miscellaneous fittings and hardware.** Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the fitting or hardware, and sufficient in strength to provide a balanced design when used with fabric, posts, and wires of the specified quality. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153.
- **163-2.5 Concrete pads at gates.** Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 3,000 psi (2670 kPa).

163-2.6 Marking. Each roll of fabric shall carry a tag showing the kind of base metal, kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal, and kind of coating.

163-2.7 Weed control material. A commercially available weed control material shall be applied at the manufacturer's recommended rate.

CONSTRUCTION METHODS

163-3.1 General. The fence shall be constructed in accordance with the details on the plans and as
specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to
the RPR.[The RPR shall establish and mark the property line or fence
line for the work.][The Contractor shall layout the fence line
based on the plans.] The work shall progress in this manner and at the close of the working
day the newly constructed fence shall be tied to the existing fence.

Select whether the RPR or Contractor will lay out the fence and/or property lines.

- **163-3.2 Clearing fence line.** All brush, stumps, logs, and other debris which would interfere with the construction of the fence shall be removed on either side of the fence centerline before starting fencing operations. The material removed and disposed of shall not constitute a pay item and shall be considered incidental to fence construction.
- **163-3.3 Installing fabric.** Excavate ground to the depth required for proper installation of the fabric. Obtain RPR's approval of depth of excavation before placing the wire fabric. Place the fabric and lap splice it to existing fence fabric and tie with wire ties at 2-foot (0.6-m) spacing. Cut wire fabric around fence post footing to allow proper placement. Backfill with native soil to original grade and compact. Gate concrete pads shall be installed at each gate or as shown on the plans.
- **163-3.4 Weed control application.** Weed control material shall be applied over an area 5 feet (1.5 m) wide, measured from the fence centerline, and over the wildlife fence. Apply weed control material as recommended by the manufacturer's instructions and in compliance with state and local regulations.
- 163-3.5 Electrical grounds. Electrical grounds shall be constructed [where a power line passes over the fence][at 500 feet (150 m) intervals]. [The ground shall be installed directly below the point of crossing]. The ground shall be accomplished with a copper clad rod 8 feet (2.4 m) long and a minimum of 5/8 inches (16 mm) in diameter driven vertically until the top is 6 inches (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

The Engineer shall indicate the location of all electrical grounds on the plans. Grounding may not be necessary with the use of composite posts.

163-3.6 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per Item T-901.

METHOD OF MEASUREMENT

- **163-4.1 Chain link fence fabric.** Chain-link fence fabric shall be measured for payment by the linear foot to the nearest foot. Measurement shall be along the fence from center to center of end or corner posts, excluding the length occupied by gate openings.
- **163-4.2 Concrete pads at gates.** Concrete pads at gates shall be measured by the unit.
- **163-4.3 Borrow fill material.** Borrow material for fill will be furnished by the Contractor. This shall be measured by the cubic yard in place.
- **163-4.4 Weed control application.** Shall be measured by the linear foot.

BASIS OF PAYMENT

- **163-5.1 Chain link fence fabric.** Payment for chain-link fence fabric shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing materials, all labor (including preparation, excavation, backfill, fill, and installation), equipment, tools, and incidentals necessary to complete this item. Utility locates shall be included in this pay item.
- **163-5.2 Concrete pads at gates.** Payment for concrete pads at gates shall be made at the contract unit price for each pad. This price shall be full compensation for furnishing materials, all labor (including preparation, excavation, backfill, placement of concrete, reinforcing steel, and forms), equipment, tools, and incidentals necessary to complete this item.
- **163-5.3 Borrow fill material.** Payment for the loading, transporting, and placing of borrow material shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all labor (including placement, compaction, and grading), equipment, tools, and incidentals necessary to complete this item.
- **163-5.4 Weed control application.** Payment for weed control application shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing materials, all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item F-163-5.1 Chain link Fence Fabric per linear foot

Item F-163-5.2 Concrete Pads at Gates, each

Item F-163-5.3 Borrow Fill Material per cubic yard (m³)

Item F-163-4.4 Weed control application

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire

ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel

Hardware

ASTM A392 Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding

Requirements for Facilities and Electronic Equipment

FAA Orders

5300/38 AIP Handbook

END OF ITEM F-163



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Index 2024-1 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, scope of work, travel & subsistence	Predetermined increase
Asbestos Worker, Heat and Frost Insulator (d)	Select One •	Increase
Asbestos and Lead Abatement (Laborer) (e)	Select One >	Increase
Building/Construction Inspector and Field Soils and Material Tester +	Select One ▽	Increase
Carpenter	Select One 🕶	Increase
Cement Mason	Select One 🕶	Increase
Cranes, Pile Driver and Holsting Equipment (Operating Engineer) +	Select One 🗸	Increase
Dredger (Operating Engineer) (e)	Select One 🕶	Increase
Drywall Installer (Carpenter)	Select One 🕶	Increase
Elevator Constructor (e)	Select One 🕶	Increase
Fence Builder (Carpenter) (e)	Select One 🕶	Increase
Fire Safety and Miscellaneous Sealing (e) +	Select One 🕶	No increase *
Gunite Worker (Laborer) (e)	Select One 🕶	Increase
Horizontal Directional Drilling (Laborer)(e)	Select One 🕶	Increase
Housemover (Laborer)	Select One 🕶	Increase
Laborer	Select One 🕶	Increase
Landfill Worker (Operating Engineer) (e)	Select One 🕶	Increase

Landscape Irrigation Laborer	Select One 🕶	Increase
Landscape Maintenance Laborer (e)	Select One 🕶	No increase *
Landscape Operating Engineer (e)	Select One 🕶	Increase
Light Fixture Maintenance	Select One 🕶	No increase *
Modular Furniture Installer (Carpenter) (e)	Select One 🕶	Increase
Operating Engineer +	Select One 🕶	Increase
Parking and Highway Improvement (Striping, slurry & seal coat operations-Laborer) (e)	Select One	Increase
Teamster +	Select One ~	Increase
Tree Maintenance (Laborer) (e)	Select One ~	Increase
Tunnel Worker (Laborer)	Select One ~	Increase
Tunnel (Operating Engineer) +	Select One 🕶	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. The 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 10 days after it is issued. Contact the Office of the Director Research Unit at (415) 703-4774 after 10 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: Asbestos Worker, Heat and Frost Insulator #

Determination:

SC-3-5-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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:

	· · · · · · · · · · · · · · · · · · ·	J											
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Daily	Saturday	Saturday	Sunday/
Classification	Hourly	and		and				Hourly	Overtime	Overtime	Overtime	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Rate	Rate	Hourly
									(1 ½ X)	(2 X)	(1 ½ X)	(2 X)	Rate
Mechanic	\$52.83a	\$11.78 ^b	\$8.12 ^c	\$3.98	\$1.89	\$0 [.] 00	8.0	\$78.60	\$105.015 ^d	\$131.43e	\$105.015 ^f	\$131.43 ^e	\$131.43 ^g

Determination: SC-3-5-1-2023-1 and SC-3-5-3-2023-1

Page 2 of 3

Determination:

SC-3-5-3-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024* 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:

wages and Link	oloyer ray	y 111011to.									
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
				-					Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
Hazardous											
Material	#20 00h	¢c ooi	¢c 17	<u></u>	<u></u>	\$0.00	0.0	Ф42 O7	¢50.07	¢50.07	ΦΕΟ 07i
Handler	\$30.00 ^h	\$6.88 ⁱ	\$6.17	\$0.00	\$0.82	\$0.00	8.0	\$43.87	\$58.87	\$58.87	\$58.87 ^j
Mechanic											

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' 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 Director's General Prevailing Wage Determinations Website (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 <u>Director's General Prevailing Wage Determinations Website</u> (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-3-5-1-2023-1 and SC-3-5-3-2023-1

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- ^d Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.
- ^e Rate applies to all other Daily and Saturday overtime hours.
- f Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.
- g \$184.26 per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sundays and observed holidays may be worked at the time and one half rate.
- h Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.
- Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.01 for Occupational Health Plan.
- j \$103.87 per hour for work on Labor Day.



[#] 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).

^a Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

^b Includes \$0.01 for Occupational Health Plan.

^c 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.

PREDETERMINED INCREASE

CRAFT/CLASSIFICATION:

Asbestos Heat and Frost Insulator: Mechanic

DETERMINATION:

SC-3-5-1-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

Asbestos Worker, Heat and Frost Insulator: Mechanic

Determination SC-3-5-1-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$4.25 to be allocated as follows: \$3.49 to Basic Hourly Rate, \$0.50 to Health and Welfare, and \$0.26 to Vacation and Holiday.

Effective June 30, 2025, there will be an increase of \$4.50 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2023, effective 9/1/2023 until superseded.

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

Last Updated: May 15, 2024

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-102-882-1-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** 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:

			1							1	
	Basic	Health	Pension	Vacation	Training	Otherb	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday ^a				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate ^c	Hourly
,									(1 ½ X)	(1 ½ X)	Rate
									,	,	(2 X)
Asbestos and Lead	\$41.38	\$8.95	¢11.62	\$5.02	\$0.80	\$0.51	8	\$68.28	\$88.97	\$88.97	\$109.66
Abatement Worker	Φ4 1.30	\$6.95	\$11.02	φ3.02	φυ.ου	φυ.51	0	Φ00.20	Ф00.97	Ф00.97	\$109.00

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

Determination: SC-102-882-1-2024-1

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<u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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.

^c 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.



[#] 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).

^a Includes an amount for supplemental dues.

^b Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

PREDETERMINED INCREASE

CRAFT/CLASSIFICATION:

Asbestos and Lead Abatement (Laborer)

DETERMINATION:

SC-102-882-1-2024-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

This predetermined increase for the above named craft applies only to the above referenced determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024 until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

ASBESTOS AND LEAD ABATEMENT WORKER (LABORER)

Determination SC-102-882-1-2024-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated as follows: \$2.50 to Basic Hourly Rate, \$0.30 to Health & Welfare, \$0.45 to Pension, and \$0.05 to Training.

Effective July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to this determination.

Issued 2/22/2024, Effective 3/3/2024 until superseded. This page will be updated when wage rate breakdown becomes available Last Updated: June 11, 2024

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-23-63-2-2023-2D

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 ^a (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation and Holiday ^c	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^d (1½ x)	Saturday Overtime Hourly Rate ^e (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$56.68	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$89.49	\$117.830	\$117.830	\$146.170
Group 2	\$58.46	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$91.27	\$120.500	\$120.500	\$149.730
Group 3	\$60.46	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$93.27	\$123.500	\$123.500	\$153.730

Determination: SC-23-63-2-2023-2D

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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

CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER# (SPECIAL SHIFT)

Determination:

SC-23-63-2-2023-2D

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 ^a (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation and Holiday ^c	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^d (1½ x)	Saturday Overtime Hourly Rate ^e (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$57.68	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$90.49	\$119.330	\$119.330	\$148.170
Group 2	\$59.46	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$92.27	\$122.000	\$122.000	\$151.730
Group 3	\$61.46	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$94.27	\$125.000	\$125.000	\$155.730

Determination: SC-23-63-2-2023-2D

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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

CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER #
(MULTI-SHIFT)

Determination:

SC-23-63-2-2023-2D

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024**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 ^a (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation and Holiday °	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^d (1½ x)	Saturday Overtime Hourly Rate e (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$57.68	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$90.49	\$119.330	\$119.330	\$148.170
Group 2	\$59.46	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$92.27	\$122.000	\$122.000	\$151.730
Group 3	\$61.46	\$12.85	\$14.65	\$3.85	\$1.05	\$0.41	8	\$94.27	\$125.000	\$125.000	\$155.730

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 <u>Director's General Prevailing Wage Determinations Website</u> (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.

Determination: SC-23-63-2-2023-2D

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Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations Website</u> (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

Field Soils and Materials Tester Field Asphaltic Concrete (Soils and Materials Tester) Field Earthwork (Grading Excavation and Filling) Roof Inspector Water Proofer

Group 2

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 3

Nondestructive Testing (NDT)

Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection

[#] 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).

^a For classifications within each group, see Page 4.

^b Includes an amount for Annuity.

^c Includes an amount withheld for supplemental dues.

^d Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^e Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^f 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.

PREDETERMINED INCREASE

CRAFTS/CLASSIFICATIONS:

Operating Engineer (SC-23-63-2-2023-2) (All Shifts)

Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) (SC-23-63-2-2023-2B) (All Shifts)

Tunnel (Operating Engineer) (SC-23-63-2-2023-2C) (All Shifts)

Building/Construction Inspector, Field Soils and Material Tester, and Non-Destructive Testing (SC-23-63-2-2023-2D) (All Shifts)

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

These predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until the determination(s) is/are superseded by a new determination(s) or a predetermined increase modification notice becomes effective.

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

OPERATING ENGINEER: All Classifications and All Shifts

The above Determinations are currently in effect and will expire on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$4.02 allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 8/22/2023, Effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: September 1, 2023

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-23-31-2-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** 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:

Wages and Employer Payments:												
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/	
	Hourly	and		and		b		Hourly	Overtime	Overtime	Holiday	
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime	
(Journeyperson)				а					Rate	Rate	Hourly	
									(1 ½ X) ^c	(1 ½ X) ^d	Rate	
		•							,	,	(2 X)	
Carpenter ^{e f} , Cabinet												
Installer, Insulation Installer,	\$48.86	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.57	\$99.00	\$99.00	\$123.43	
Hardwood Floor Worker,	Ψ40.00	Ψ0.23	3 .91	Ψ1.59	Ψ0.72	ψυ. 11	0.0	Ψ14.51	ψ99.00	ψ99.00	ψ125.45	
Acoustical Installer												
Pile Driverman ^g , Derrick												
Bargeman, Rockslinger,	\$48.99	\$8.25	\$5.91	\$7.39	\$0.72	\$3.49	8.0	\$74.75	\$99.245	\$99.245	\$123.74	
Bridge or Dock Carpenter,	Ф40.99	Φ0.23	φυ.91	Φ1.39	ΦU.12	φ3. 4 9	0.0	φ14.13	φ99.245	φ99.245	φ123.74	
Cable Splicer												
Bridge Carpenter ^e	\$48.99	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.70	\$99.195	\$99.195	\$123.69	
Shingler ^e	\$48.99	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.70	\$99.195	\$99.195	\$123.69	
Saw Filer	\$48.95	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.66	\$99.135	\$99.135	\$123.61	
Table Power Saw Operator	\$48.96	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.67	\$99.15	\$99.15	\$123.63	
Pneumatic Nailer or Power	\$49.11	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.82	\$99.375	\$99.375	\$123.93	
Stapler	φ49.11	φο.23	φυ.91	φ1.39	φυ./ Ζ	φ3.44	0.0	φ14.02	φ99.373	φ 99 .373	φ123.93	

Determination: SC-23-31-2-2024-1 and SC-31-741-1-2023-1

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	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and		b		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
									(1 ½ X) ^c	(1 ½ X) ^d	Rate
											(2 X)
Roof Loader of Shingles	\$34.20	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$59.91	\$77.01	\$77.01	\$94.11
Scaffold Builder	\$40.77	\$8.25	\$5.91	\$7.43	\$0.72	\$2.94	8.0	\$66.02	\$86.405	\$86.405	\$106.79
Millwright ^e	\$49.36	\$8.25	\$5.91	\$7.39	\$0.72	\$3.64	8.0	\$75.27	\$99.95	\$99.95	\$124.63
Head Rockslinger	\$49.09	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.80	\$99.345	\$99.345	\$123.89
Rock Bargeman or	\$48.89	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.60	\$99.045	\$99.045	\$123.49
Scowman	Ψ40.09	ψ0.23	ψυ.σ ι	Ψ1.59	ψ0.72	ψυ.44	0.0	Ψ14.00	ψ99.043	ψ99.043	ψ123.49
Diver, Wet	\$105.98 ⁱ	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$131.69	\$184.68	\$184.68	\$237.67
(Up To 50 Ft. Depth) h	φ105.90	ψ0.23	φυ.σι	Ψ1.59	ψ0.1 Z	φ5. 44	0.0	φ131.08	φ104.00	φ104.00	φ237.07
Diver, (Stand-By) h	\$52.99 ⁱ	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$78.70	\$105.195	\$105.195	\$131.69
Diver's Tender h	\$51.99	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$77.70	\$103.695	\$103.695	\$129.69
Assistant Tender (Diver's) h	\$48.99	\$8.25	\$5.91	\$7.39	\$0.72	\$3.44	8.0	\$74.70	\$99.195	\$99.195	\$123.69

Determination:

SC-31-741-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

May 31, 2024* 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.

Wages and Employer Payments:

wages and Employer rayments	3.									
	Basic	Health	Pension	Vacation	Training	Hours	Total	Daily	Saturday	Holiday
Classification	Hourly	and		and			Hourly	Overtime	Overtime	Overtime
	Rate	Welfare		Holiday			Rate	Hourly	Hourly	Hourly
(Journeyperson)				а				Rate	Rate	Rate
								(1 ½ X)	(1 ½ X) ^j	(2 X)
Terrazzo Installer	\$44.34	\$8.25	\$5.91	\$4.69	\$0.62	8.0	\$63.81	\$85.980	85.980	108.150
Terrazzo Finisher	\$37.84	\$8.25	\$5.91	\$4.69	\$0.62	8.0	\$57.31	\$76.23	\$76.23	\$95.15

Determination: SC-23-31-2-2024-1 and SC-31-741-1-2023-1

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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). 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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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 <u>Director</u> – Research Unit at (415) 703-4774.

- ^e When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.
- f 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.
- ⁹ 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.
- ^h Shall receive a minimum of 8 hours pay for any day or part thereof.
- ⁱ 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.
- 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.

[#] 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).

^a Includes an amount for supplemental dues.

^b Includes an amount for Annuity.

^c 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.

^d First eight (8) hours worked 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.

PREDETERMINED INCREASE

CRAFT:

Carpenter and Related Trades

DETERMINATION:

SC-23-31-2-2024-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, And Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

CARPENTER (All classifications except Scaffold Builder)

Determination SC-23-31-2-2024-1 is currently in effect and expires on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$3.25 to be allocated to wages and/or employer payments.

Effective on July 1, 2025, there will be an increase of \$3.50 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

CARPENTER (Scaffold Builder)

Determination SC-23-31-2-2024-1 is currently in effect and expires on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$3.75 to be allocated to wages and/or employer payments.

Effective on July 1, 2025, there will be an increase of \$4.00 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 2/22/2024, Effective 3/3/2024 until superseded.

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

Last Updated: March 3, 2024

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-23-203-2-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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:

wayes and Employer rayments.	1										
	Basic	Health	Pension		Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
									(1 ½ X) b	(1 ½ X) b	Rate
									,	`с′	(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	\$44.00	\$8.50	\$10.63	\$7.34	\$0.64	\$0.24	8.0	\$71.35	\$93.35	\$93.35	\$115.35
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$44.12	\$8.50	\$10.63	\$7.34	\$0.64	\$0.24	8.0	\$71.47	\$93.53	\$93.53	\$115.59

Determination: SC-23-203-2-2023-1

Page 2 of 2

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
									(1 ½ X) ^b	(1 ½ X) ^b	Rate
										С	(2 X)
Floating and Troweling Machine Operator	\$44.25	\$8.50	\$10.63	\$7.34	\$0.64	\$0.24	8.0	\$71.60	\$93.725	\$93.725	\$115.85

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/OPRt/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 <u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Prevailing Wage Apprentice Determinations</u> <u>Website</u> (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 worked on Saturday. All other time is paid at the double time (2X) rate.

^c 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.

PREDETERMINED INCREASE

CRAFT/CLASSIFICATION:

Cement Mason

DETERMINATION:

SC-23-203-2-2023-2

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

This predetermined increase for the above-named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination, or a predetermined increase modification notice becomes effective.

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

CEMENT MASON

Determination SC-23-203-2-2023-2 is currently in effect and expires on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$2.15 allocated as follows: \$1.50 to Basic Hourly Rate, \$0.30 to Health & Welfare, \$0.22 to Pension and \$0.13 to Vacation/Holiday.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: June 5, 2024

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-23-63-2-2023-2B

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments):

wages and total no	ourry rates (i	nciualing	employer	Jayments).		
Classification ^a (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$57.25	8	\$90.06	\$118.685	\$118.685	\$147.310
Group 2	\$58.03	8	\$90.84	\$119.855	\$119.855	\$148.870
Group 3	\$58.32	8	\$91.13	\$120.290	\$120.290	\$149.450
Group 4	\$58.46	8	\$91.27	\$120.500	\$120.500	\$149.730
Group 5	\$58.68	8	\$91.49	\$120.830	\$120.830	\$150.170
Group 6	\$58.79	8	\$91.60	\$120.995	\$120.995	\$150.390
Group 7	\$58.91	8	\$91.72	\$121.175	\$121.175	\$150.630
Group 8	\$59.08	8	\$91.89	\$121.430	\$121.430	\$150.970
Group 9	\$59.25	8	\$92.06	\$121.685	\$121.685	\$151.310
Group 10	\$60.25	8	\$93.06	\$123.185	\$123.185	\$153.310
Group 11	\$61.25	8	\$94.06	\$124.685	\$124.685	\$155.310
Group 12	\$62.25	8	\$95.06	\$126.185	\$126.185	\$157.310
Group 13	\$63.25	8	\$96.06	\$127.685	\$127.685	\$159.310

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension ^d	\$14.65
Vacation and Holidaye	\$3.85
Training	\$1.05
Other	\$0.41

Determination: SC-23-63-2-2023-2B

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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

CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER, SPECIAL SHIFT)

Determination:

SC-23-63-2-2023-2B

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments)

wages and total no	ourly rates (i	ncluding	employer p	ayments):		
Classification ^a (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$58.25	8	\$91.06	\$120.185	\$120.185	\$149.310
Group 2	\$59.03	8	\$91.84	\$121.355	\$121.355	\$150.870
Group 3	\$59.32	8	\$92.13	\$121.790	\$121.790	\$151.450
Group 4	\$59.46	8	\$92.27	\$122.000	\$122.000	\$151.730
Group 5	\$59.68	8	\$92.49	\$122.330	\$122.330	\$152.170
Group 6	\$59.79	8	\$92.60	\$122.495	\$122.495	\$152.390
Group 7	\$59.91	8	\$92.72	\$122.675	\$122.675	\$152.630
Group 8	\$60.08	8	\$92.89	\$122.930	\$122.930	\$152.970
Group 9	\$60.25	8	\$93.06	\$123.185	\$123.185	\$153.310
Group 10	\$61.25	8	\$94.06	\$124.685	\$124.685	\$155.310
Group 11	\$62.25	8	\$95.06	\$126.185	\$126.185	\$157.310
Group 12	\$63.25	8	\$96.06	\$127.685	\$127.685	\$159.310
Group 13	\$64.25	8	\$97.06	\$129.185	\$129.185	\$161.310

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension ^d	\$14.65
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.41

Determination: SC-23-63-2-2023-2B

Page 3 of 5

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-23-63-2-2023-2B

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024**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 total hourly rates (including employer payments)

wages and total no	ourry rates (i	nciuunig	employer p	ayınems).		
Classification ^a (Journeyperson)	Basic Hourly Rate	Hours ^f	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$58.25	8	\$91.06	\$120.185	\$120.185	\$149.310
Group 2	\$59.03	8	\$91.84	\$121.355	\$121.355	\$150.870
Group 3	\$59.32	8	\$92.13	\$121.790	\$121.790	\$151.450
Group 4	\$59.46	8	\$92.27	\$122.000	\$122.000	\$151.730
Group 5	\$59.68	8	\$92.49	\$122.330	\$122.330	\$152.170
Group 6	\$59.79	8	\$92.60	\$122.495	\$122.495	\$152.390
Group 7	\$59.91	8	\$92.72	\$122.675	\$122.675	\$152.630
Group 8	\$60.08	8	\$92.89	\$122.930	\$122.930	\$152.970
Group 9	\$60.25	8	\$93.06	\$123.185	\$123.185	\$153.310
Group 10	\$61.25	8	\$94.06	\$124.685	\$124.685	\$155.310
Group 11	\$62.25	8	\$95.06	\$126.185	\$126.185	\$157.310
Group 12	\$63.25	8	\$96.06	\$127.685	\$127.685	\$159.310
Group 13	\$64.25	8	\$97.06	\$129.185	\$129.185	\$161.310

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension ^d	\$14.65
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.41

Determination: SC-23-63-2-2023-2B

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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). 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 <u>Director's General Prevailing Wage Determinations</u>

Website (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

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 Ojjo Earth Truss Driver Machine Operator or similar types 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 ¾ 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)

Rotational Telehandler Operator

Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)

Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

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

Determination: SC-23-63-2-2023-2B

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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 ten (10) tons

Group 10

ABI/IFundex 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. yrds.)

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 ton 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 and Tower Gantry

Group 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 ton 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)

MISCELLANEOUS PROVISIONS:

- 1. Operators on hoists with three drums shall receive fifty cents (50¢) 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 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).

^a For classifications within each group, see Pages 4 and 5.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity.

^e Includes an amount withheld for supplemental dues.

f 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.

CRAFTS/CLASSIFICATIONS:

Operating Engineer (SC-23-63-2-2023-2) (All Shifts)

Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) (SC-23-63-2-2023-2B) (All Shifts)

Tunnel (Operating Engineer) (SC-23-63-2-2023-2C) (All Shifts)

Building/Construction Inspector, Field Soils and Material Tester, and Non-Destructive Testing (SC-23-63-2-2023-2D) (All Shifts)

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

These predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until the determination(s) is/are superseded by a new determination(s) or a predetermined increase modification notice becomes effective.

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

OPERATING ENGINEER: All Classifications and All Shifts

The above Determinations are currently in effect and will expire on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$4.02 allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 8/22/2023, Effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: September 1, 2023

Craft: Dredger (Operating Engineer)#

Determination:

SC-63-12-23-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

July 31, 2024** 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:

wages and Employ	yei Fayii	ienio.										
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday	Holiday
	Hourly	and	а	and				Hourly	Overtime	Overtime	Overtime	Overtime
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Hourly	Hourly
				b					Rate	Rate	Rate	Rate
									(1 ½ X) ^c	(1 ½ X) ^c	(2 X)	(3X)
Chief Engineer,	\$61.10	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$97.45	\$128.000	\$128.000	\$158.55	\$219.65
Deck Captain												
Leverman	\$64.10	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$100.45	\$132.500	\$132.500	\$164.55	\$228.65
Watch Engineer,	\$58.02	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$94.37	\$123.380	\$123.380	\$152.39	\$210.41
Deckmate												
Winchman (Stern	\$57.47	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$93.82	\$122.555	\$122.555	\$151.29	\$208.76
Winch on												
Dredge))									
Fireman-Oiler,	\$56.93	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$93.28	\$121.745	\$121.745	\$150.21	\$207.14
Leveehand,												
Deckhand (can												
operate anchor												
scow under												
direction of mate),												
Bargeman												

Determination: SC-63-12-23-2023-2

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	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday	Holiday
	Hourly	and	а	and				Hourly	Overtime	Overtime	Overtime	Overtime
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Hourly	Hourly
				b					Rate	Rate	Rate	Rate
									(1 ½ X) °	(1 ½ X) ^c	(2 X)	(3X)
Dozer Operator	\$58.13	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$94.48	\$123.545	\$123.545	\$152.61	\$210.74
Hydrographic	\$59.56	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$95.91	\$125.690	\$125.690	\$155.47	\$215.03
Surveyor												
Barge Mate	\$57.54	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$93.89	\$122.660	\$122.660	\$151.43	\$208.97
Welder	\$59.52	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$95.87	\$125.630	\$125.630	\$155.39	\$214.91

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). 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 <u>Director's General Prevailing Wage Determinations Website</u> (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.

MISCELLANEOUS PROVISION:

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).

^a Includes an amount for annuity.

^b Includes an amount for supplemental dues.

^c 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.

CRAFT/CLASSIFICATION:

Dredger (Operating Engineer)

DETERMINATION:

SC-63-12-23-2023-2

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, And Ventura Counties

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

DREDGER (OPERATING ENGINEER)

The above determination is currently in effect and will expire on July 31, 2024**.

Effective on August 1, 2024, there will be an increase of \$4.25 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: September 1, 2023

Craft: Drywall Installer/Lather (Carpenter)#

Determination:

SC-31-X-41-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** 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:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and		b		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				a					Rate	Rate	Hourly
									(1 ½ X) ^c	(1 ½ X) ^c	Rate
											(2 X)
Drywall Installer/Lather	\$48.86	\$8.25	\$5.91	\$7.39	\$0.72	\$3.77	8.0	\$74.90	\$99.33	\$99.33	\$123.76

Determination:

SC-31-X-41-2024-1A

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Determination: SC-31-X-41

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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:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and	1 01101011	and	liaming		110010	Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
,									(1 ½ X) ^c	(1 ½ X) ^c	Rate
											(2 X)
Stocker, Scrapper	\$20.80	\$4.25	\$0.00	\$8.39	\$0.72	\$0.00	8.0	\$34.16	\$44.56	\$44.56	\$54.96

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). 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 <u>Director's General Prevailing Wage Determinations Website</u> (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).

^a Includes an amount per hour worked for supplemental dues.

^b Includes an amount for Annuity.

^c Rate applies to the first 4 daily overtime hours and to the first 8 hours on Saturday. All other overtime will be paid the Sunday and Holiday double time rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal work week due to inclement weather.

CRAFT/CLASSIFICATION:

Drywall Installer/Lather (Carpenter)

DETERMINATION:

SC-31-X-41-2024-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

DRYWALL INSTALLER/LATHER (CARPENTER)

Determination SC-31-X-41-2024-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be a \$3.25 increase to be allocated to wages and/or employer payments.

Effective July 1, 2025, there will be a \$3.50 increase to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 2/22/2024, Effective 3/3/2024 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: March 3, 2024

Craft: Elevator Constructor#

Determination:

SC-62-X-999-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

December 31, 2024** 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) 703-477.

Localities:

All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below ^a.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) d	Saturday Overtime Hourly Rate (1 ½ X) d	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$66.63	\$16.175	\$20.96	\$6.05	\$0.75	\$1.30	8.0	\$111.865	\$145.180	\$145.180	\$178.495
Mechanic (employed in industry more than 5 years)	\$66.63	\$16.175	\$20.96	\$7.39	\$0.75	\$1.30	8.0	\$113.205	\$146.520	\$146.520	\$179.835
Helper ^e	\$46.64	\$16,175	\$20.96	\$4.24	\$0.75	\$1.30	8.0	\$90.065	\$113.385	\$113.385	\$136.705
Helper (employed in industry more than 5 years) ^e	\$44.64	\$16.175	\$20.96	\$5.17	\$0.75	\$1.30	8.0	\$90.995	\$114.315	\$114.315	\$137.635

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). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-62-X-999-2024-1

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Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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.

^e 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.



[#] 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).

^a Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

^b Includes an amount for Annuity Trust Fund.

^c Includes an amount for 8 paid holidays.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

CRAFT/CLASSIFICATION:

Elevator Constructor

DETERMINATION:

SC-62-X-999-2024-1

LOCALITIES:

All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara, and Ventura Counties. Portions of Kern^a, San Bernardino^a, and San Luis Obispo^a Counties

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

MECHANIC

Determination SC-62-X-999-2024-1 is currently in effect and expires on December 31, 2024**.

Effective January 1, 2025, there will be an increase of \$3.85 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2026, there will be an increase of \$3.99 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2027, there will be an increase of \$4.18 allocated to be allocated to wages and/or employer payments.

MECHANIC (Employed in industry more than 5 years)

Determination SC-62-X-999-2024-1 is currently in effect and expires on December 31, 2024**.

Effective January 1, 2025, there will be an increase of \$3.85 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2026, there will be an increase of \$3.99 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2027, there will be an increase of \$4.18 allocated to be allocated to wages and/or employer payments.

HELPER

Determination SC-62-X-999-2024-1 is currently in effect and expires on December 31, 2024**.

Effective January 1, 2025, there will be an increase of \$2.70 allocated to be allocated to

wages and/or employer payments.

Effective January 1, 2026, there will be an increase of \$2.79 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2027, there will be an increase of \$2.93 allocated to be allocated to wages and/or employer payments.

HELPER (Employed in industry more than 5 years)

Determination SC-62-X-999-2024-1 is currently in effect and expires on December 31, 2024**.

Effective January 1, 2025, there will be an increase of \$2.70 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2026, there will be an increase of \$2.79 allocated to be allocated to wages and/or employer payments.

Effective January 1, 2027, there will be an increase of \$2.93 allocated to be allocated to wages and/or employer payments

There will be no further predetermined increases applicable to this determination.

Issued February 22, 2024. Effective March 3, 2024 until superseded. This page will be updated when wage rate breakdown information becomes available. Last Updated: March 3, 2024

^a Applies to that portion of these Counties South of the Tehachapi line



Craft: Fence Builder (Carpenter)#

Determination:

SC-23-31-20-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** 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:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and		а		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Hourly
,									(1 ½ X) b	(1 ½ X) ^c	Rate
Fence Builder	\$45.29	\$8.25	\$5.75	\$7.14	\$0.67	\$2.33	8.0	\$69.43	\$92.075	\$92.075	\$114.72

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). 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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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-23-31-20-2024-1

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^c 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.



[#] 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).

^a Includes an amount for Annuity.

^b Rate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

CRAFT:

Fence Builder (Carpenter)

DETERMINATION:

SC-23-31-20-2024-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

FENCE BUILDER (CARPENTER)

Determination SC-23-31-20-2024-1 is currently in effect and expires on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or fringes.

Effective on July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 2/22/2024, Effective 3/3/2024 until superseded. This page will be updated when wage rate breakdown becomes available Last Updated: March 3, 2024

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 (Journeyperson)	Basic Hourly Rate ^d	Health and Welfare	Pension	Vacation and Holiday	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate	Sunday/ Holiday Overtime Hourly Rate	Sunday/ Holiday Overtime Hourly Rate
				•				(1 ½ X) ^a	(2 X)	(3 X) b
Asbestos Worker, Fire Safety Technician – Class I (0-2000 hrs) ^c	\$19.60	\$10.01	\$0.00	\$0.90	\$0.05	8.0	\$30.56	\$40.36	\$50.16	\$69.76
Asbestos Worker, Fire Safety Technician – Class II (2001-4000 hrs) ^c	\$25.18	\$10.01	\$0.00	\$1.26	\$0.05	8.0	\$36.50	\$49.09	\$61.68	\$86.86
Asbestos Worker, Fire Safety Technician – Class III (4001-6000 hrs) °	\$27.73	\$10.01	\$8.12	\$1.33	\$0.05	8.0	\$47.24	\$61.105	\$74.97	\$102.70
Asbestos Worker, Fire Safety Technician – Class IV (6001 or more hrs) ^c	\$32.09	\$10.01	\$8.12	\$1.53	\$0.05	8.0	\$51.80	\$67.845	\$83.89	\$115.98

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Wages and Employer Payments (Shift):

Trages and Employer raymonts (e	Basic	Health	Pension	Vacation	Other	Hours	Total	Daily and	Sunday/	Sunday/
	Hourly	and		and			Hourly	Saturday	Holiday	Holiday
Classification	Rate ^d	Welfare		Holiday			Rate	Overtime	Overtime	Overtime
(Journeyperson)		е						Hourly	Hourly	Hourly
(Shift)								Rate	Rate	Rate
, ,								(1 ½ X) ^f	(2 X)	(3 X) ^b
								, ,	,	, ,
Asbestos Worker, Fire Safety										
Technician – Class I	\$19.60	\$10.01	\$0.00	\$0.90	\$0.05	g	\$30.56	\$40.36	\$50.16	\$69.76
(0-2000 hrs) ^c										
Asbestos Worker, Fire Safety										
Technician – Class II	\$25.18	\$10.01	\$0.00	\$1.26	\$0.05	g	\$36.50	\$49.09	\$61.68	\$86.86
(2001-4000 hrs) ^c										
Asbestos Worker, Fire Safety										
Technician – Class III	\$27.73	\$10.01	\$8.12	\$1.33	\$0.05	g	\$47.24	\$61.105	\$74.97	\$102.70
(4001-6000 hrs) ^c										
Asbestos Worker, Fire Safety										
Technician – Class IV	\$32.09	\$10.01	\$8.12	\$1.53	\$0.05	g	\$51.80	\$67.845	\$83.89	\$115.98
(6001 or more hrs) ^c										



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Determination:

SC-204-X-18-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

August 31, 2024* 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 Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

wages and Employer raying	1110.										
Classification (Journeyperson)	Basic Hourly Rate ^d	Health and Welfare	Pension	Vacation and Holiday ^h	Training	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) b
Plumber, Fire Safety Technician – Class I (0-2000 hrs) ^c	\$23.47	\$8.45	\$0.00	\$0.00	\$0.10	\$1.85	8.0	\$33.87	\$45.605	\$57.34	\$80.81
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) ^c	\$30.05	\$8.45	\$0.00	\$0.00	\$0.10	\$1.85	8.0	\$40.45	\$55.475	\$69.815	\$98.495
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) °	\$33.57	\$8.45	\$7.77	\$0.00	\$0.10	\$1.85	8.0	\$51.74	\$68.525	\$84.375	\$116.075
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) ^c	\$38.60	\$8.45	\$7.77	\$0.00	\$0.10	\$1.85	8.0	\$56.77	\$76.07	\$93.935	\$129.665

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Wages and Employer Payments (Shift):

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	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily and	Sunday/	Sunday/
	Hourly	and		and				Hourly	Saturday	Holiday	Holiday
Classification	Rate d	Welfare		Holiday ^h				Rate	Overtime	Overtime	Overtime
(Journeyperson)									Hourly	Hourly	Hourly
(Shift)									Rate	Rate	Rate
									(1 ½ X) ⁱ	(2 X)	(3 X) ^b
Plumber, Fire Safety											
Technician – Class I	\$24.64	\$8.45	\$0.00	\$0.00	\$0.10	\$1.85	8.0	\$35.04	\$47.36	\$59.68	\$84.32
(0-2000 hrs) ^c											
Plumber, Fire Safety											
Technician – Class II	\$31.48	\$8.45	\$0.00	\$0.00	\$0.10	\$1.85	8.0	\$41.88	\$57.62	\$72.675	\$102.785
(2001-4000 hrs) ^c											
Plumber, Fire Safety											
Technician – Class III	\$35.16	\$8.45	\$7.77	\$0.00	\$0.10	\$1.85	8.0	\$53.33	\$70.91	\$87.555	\$120.845
(4001-6000 hrs) ^c											
Plumber, Fire Safety											
Technician – Class IV	\$40.39	\$8.45	\$7.77	\$0.00	\$0.10	\$1.85	8.0	\$58.56	\$78.755	\$97.515	\$135.035
(6001 or more hrs) ^c											

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). 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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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.

^a 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.

^b No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

^c 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.

^d Includes an amount per hour worked for Administrative Dues.

Page 5 of 5

¹ 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.



^e Includes an amount for Occupational Health and Research.

f 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.

⁹ 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.

h Vacation/Holiday is included in the Basic Hourly Rate (no Vacation/Holiday amount for Class I Technician only) and shall be paid at time and one half for all overtime hours.

Craft: Gunite Worker (Laborer)

Determination:

SC-102-345-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 (Journeyperson)	Basic Hourly Rate ^a	Health and Welfare	Pension	Vacation and Holiday	Other	Hours	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) ^e	Sunday/ Holiday Overtime Hourly Rate (2 X)
Ground Wire Man, Nozzleman, Rodman	\$51.10	\$8.95	\$8.80	\$6.35	\$0.09	8.0	\$75.29	\$100.84	\$126.39	\$100.84	\$126.39	\$126.39
Gunman	\$50.15	\$8.95	\$8.80	\$6.35	\$0.09	8.0	\$74.34	\$99.415	\$124.49	\$99.415	\$124.49	\$124.49
Reboundman	\$46.61	\$8.95	\$8.80	\$6.35	\$0.09	8.0	\$70.80	\$94.105	\$117.41	\$94.105	\$117.41	\$117.41
Entry-Level Gunite Worker Step 1 ^f (0-1000 hours)	\$33.46	\$5.88	\$8.80	\$6.35	\$0.06	8.0	\$54.55	\$71.28	\$88.01	\$71.28	\$88.01	\$88.01
Entry-Level Gunite Worker Step 2 ^f (1001- 2000 hours)	\$35.46	\$5.88	\$8.80	\$6.35	\$0.06	8.0	\$56.55	\$74.28	\$92.01	\$74.28	\$92.01	\$92.01

Determination: SC-102-345-1-2023-1

Page 2 of 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 Director's General Prevailing Wage Determinations Website (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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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 <u>Director</u> – Research Unit at (415) 703-4774.

^a Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

^b Includes an amount per hour worked for Supplemental Dues.

^c Rate applies to the first 3 overtime hours.

^d Rate applies to the first 11 overtime hours.

e 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.

f Ratio is one Entry-Level Gunite Worker for the 1st 4 Journeymen on the job (although the Entry-Level Gunite Worker may be the 2nd worker on the job) and 1 Entry-Level Gunite Worker for every 4 Journeymen thereafter (the Entry-Level Gunite Worker may not be on the job until after all 4 Journeymen are on the job).

CRAFT:

Gunite Worker (Laborer)

CLASSIFICATIONS:

Ground Wire Man, Nozzleman, Rodman, Gunman, and Reboundman Entry Level Gunite Worker – Step I (0-1000 Hours) Entry Level Gunite Worker – Step II (1001-2000 Hours)

DETERMINATION:

SC-102-345-1-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

This predetermined increase for the above-named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

GUNITE WORKER (LABORER): Ground Wire Man, Nozzleman, Rodman, Gunman, and Reboundman

Determination SC-102-345-1-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated as follows: \$2.38 to Basic Hourly Rate, \$0.30 to Health & Welfare, \$0.50 to Pension, and \$0.12 to Other.

Effective July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

GUNITE WORKER (LABORER): Entry Level Gunite Worker – Step I and Step II
Determination SC-102-345-1-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated as follows: \$2.38 to Basic Hourly Rate, \$0.30 to Health & Welfare, \$0.50 to Pension, and \$0.12 to Other.

Effective July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: June 11, 2024.

Craft: Horizontal Directional Drilling (Laborer)#

Determination:

SC-102-1184-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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:

Trages and Employer rayments	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday ^a				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X) ^b	Rate
											(2 X)
Group 1 (Drilling Crew Laborer)	\$42.84	\$8.95	\$7.97	\$3.55	\$0.41	\$1.08	8	\$64.80	\$86.22	\$86.22	\$107.64
Group 2 (Vehicle Operator/	\$43.01	\$8.95	\$7.97	\$3.55	\$0.41	\$1.08	8	\$64.97	\$86.475	\$86.475	\$107.98
Hauler)	ψ43.01	ψ0.93	Ψ1.31	ψ5.55	ψυ.41	ψ1.00	0	Ψ04.31	ψ00.473	ψ00.473	Ψ107.90
Group 3 (Horizontal Directional	\$44.86	\$8.95	\$7.97	\$3.55	\$0.41	\$1.08	8	\$66.82	\$89.25	\$89.25	\$111.68
Drill Operator)	ψ44.00	ψ0.33	Ψ1.91	ψ5.55	ψ0.41	ψ1.00	0	ψ00.02	ψ09.23	ψ09.23	ψ111.00
Group 4 (Electronic Tracking											
Locator, Subsurface Imaging	\$46.86	\$8.95	\$7.97	\$3.55	\$0.41	\$1.08	8	\$68.82	\$92.25	\$92.25	\$115.68
Laborer)											

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

Determination: SC-102-1184-1-2023-1

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<u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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.

b 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.



[#] 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).

^a Includes an amount for Supplemental Dues.

CRAFT/CLASSIFICATION:

Horizontal Directional Drilling (Laborer)

DETERMINATION:

SC-102-1184-1-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

HORIZONTAL DIRECTIONAL DRILLING (Laborer): All Classifications

Determination SC-102-1184-1-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or employer payments.

Effective July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

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

Last Updated: September 1, 2023

Craft: Housemover (Laborer)

Determination:

SC-102-507-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and		b		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
									(1 ½ X) ^c	(1 ½ X) ^c	Rate
										d	(2 X)
Housemover	\$41.43	\$8.95	\$11.62	\$5.02	\$0.75	\$0.57	8.0	\$68.34	\$89.055	\$89.055	\$109.77

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). 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 <u>Director's General Prevailing Wage Determinations Website</u> (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-102-507-1-2023-1

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^a Includes Supplemental Dues contribution.

^d 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.



^b 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).

^c Any hours over 12 hours in a single workday are double time.

CRAFT/CLASSIFICATION:

Housemover (Laborer)

DETERMINATION:

SC-102-507-1-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

HOUSEMOVER:

Determination SC-102-507-1-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated as follows: \$2.50 to the Basic Hourly Rate, \$0.30 to Health/Welfare, \$0.45 to Pension, and \$0.05 to Training.

Effective July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/ or fringes.

There will be no further increase applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: May 23, 2024

Craft: Laborer and Related Classifications #

Determination:

SC-23-102-2-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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:

Tragos ana Employor i aymo									1	1	I
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification ^a	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				b					Rate	Rate	Hourly
									(1 ½ X) ^c	(1 ½ X)	Rate
									,	cd	(2 X)
Group 1	\$41.38	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$68.39	\$89.080	\$89.080	\$109.770
Group 2	\$41.93	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$68.94	\$89.905	\$89.905	\$110.870
Group 3	\$42.48	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$69.49	\$90.730	\$90.730	\$111.970
Group 4	\$44.03	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$71.04	\$93.055	\$93.055	\$115.070
Group 5	\$44.38	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$71.39	\$93.580	\$93.580	\$115.770
•			•		•					•	

Determination: SC-23-102-2-2023-1

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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-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 Man

Guinea Chaser

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 Broom Sweepers (small)

Riprap, Stonepaver, placing stone or wet sacked

concrete

Roto Scraper and Tiller

Sandblaster (Pot Tender)

Septic Tank Digger and Installer (leadman)

Tank Scaler and Cleaner

Tree Climber, Faller, Chain Saw Operator, Pittsburgh

Chipper and similar type Brush Shredders

Underground Laborer, including Caisson Bellower

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-kold, creosote, lime caustic and similar type materials

Laborer, Fence Erector

Material Hoseman (Walls, Slabs, Floors and Decks)

Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, ComeAlongs, and similar mechanical tools not separately classified herein: operation of remote controlled robotic tools in connection with Laborers work

Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services

Power Post Hole Digger

Rock Slinger

Rotary 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

Pipelaver

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

Determination: SC-23-102-2-2023-1

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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). 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 <u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director</u> – Research Unit at (415) 703-4774.

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the <u>Prevailing Wage Apprentice Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

^a For classification within each group, see next page.

^b Includes an amount per hour worked for supplemental dues.

^c Any hours worked over 12 hours in a single workday are double (2) time.

^d 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 employer's control.

CRAFT:

Laborer and Related Classifications

DETERMINATION:

SC-23-102-2-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

LABORER

Determination SC-23-102-2-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated as follows \$2.50 to Basic Hourly Rate, \$0.30 to Health/Welfare, \$0.45 to Pension and \$0.05 to Training.

Effective July 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: June 10, 2024

Craft: Landfill Worker (Operating Engineer)

Determination:

SC-63-12-41-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 (Journeyperson)	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation and Holiday ^b	Hours	Total Hourly Rate ^c	Daily/Holiday Overtime Hourly Rate (1 ½ X) d	Sunday Overtime Hourly Rate (2 X)
Heavy Duty Repairman and/or Welder	\$37.05	\$6.25	\$9.65	\$0.71 ^e	8.0	\$53.66	\$65.225	\$83.750
Equipment Operator II	\$29.75	\$6.11	\$9.65	\$0.57 ^f	8.0	\$46.08	\$54.275	\$69.150
Equipment Operator III	\$30.75	\$6.13	\$9.65	\$0.59 ^g	8.0	\$47.12	\$55.775	\$71.150
PM Tech	\$26.40	\$6.05	\$9.65	\$0.51 ^h	8.0	\$42.61	\$49.250	\$62.450
Laborer/Spotter	\$19.60	\$5.92	\$4.07	\$0.38 ⁱ	8.0	\$29.97	\$33.470	\$43.270

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). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-63-12-41-2023-2

Page 2 of 2

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 <u>Director's General Prevailing Wage Determinations Website</u> (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.

^a Includes amounts for Sick Leave and Health Insurance that apply to the first 173.33 hours worked per month.

^b This amount applies to the first 173.33 hours worked per month.

^c 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.

^d 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.

^e \$1.43 after 2 years of service; \$2.14 after 5 years of service.

f\$1.14 after 2 years of service; \$1.72 after 5 years of service.

⁹ \$1.18 after 2 years of service; \$1.77 after 5 years of service.

h \$1.02 after 2 years of service; \$1.52 after 5 years of service.

^{\$0.75} after 2 years of service; \$1.13 after 5 years of service.

PREDETERMINED INCREASE

CRAFT/CLASSIFICATION:

Landfill Worker (Operating Engineer)

DETERMINATION:

SC-63-12-41-2023-2

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

Landfill Worker (Operating Engineer) – Heavy Duty Repairman and/or Welder, Equipment Operator II, Equipment Operator III, and PM Tech

Determination SC-63-12-41-2023-2 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$0.75 to be allocated to wages and/or fringes.

Effective July 1, 2025, there will be an increase of \$0.75 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Landfill Worker (Operating Engineer) – Laborer/Spotter

Determination SC-63-12-41-2023-2 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$0.60 to be allocated to wages and/or fringes.

Effective July 1, 2025, there will be an increase of \$0.60 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2023, effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: September 1, 2023.

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-14-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

July 31, 2024** 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:

	-										
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday ^a				Rate	Hourly	Hourly	Overtime
Classification									Rate ^b	Rate ^{b c}	Hourly
			K						(1 ½ X)	(1 ½ X)	Rate
										,	(2 X)
Landscape/Irrigation Laborer	\$39.57	\$8.95	\$11.62	\$5.02	\$0.75	\$0.50	8.0	\$66.41	\$86.195	\$86.195	\$105.98
Landscape Hydro Seeder	\$40.67	\$8.95	\$11.62	\$5.02	\$0.75	\$0.50	8.0	\$67.51	\$87.845	\$87.845	\$108.18

Determination:

SC-102-X-14-2024-1A

Issue Date:

February 22, 2024

Expiration date of determination:

July 31, 2024* 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 the expiration date if no subsequent determination is issued.

Determination: SC-102-X-14-2024-1

Page 2 of 2

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:

<u> </u>											
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday ^a				Rate	Hourly	Hourly	Overtime
Classification									Rate ^b	Rate ^{b c}	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Landscape/Irrigation Tender d	\$20.80	\$3.60	\$2.19	\$1.18	\$0.00	\$0.00	8.0	\$27.77	\$38.170	\$38.170	\$48.570

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). 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 <u>Director's General Prevailing Wage Determinations Website</u> (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).

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

^c Saturdays in the same work week may be worked at straight-time if adverse weather or jobsite ground conditions require that the job be shut down for one or more workdays during the regular workweek.

^d 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 eight 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.

PREDETERMINED INCREASE

CRAFT:

Landscape/Irrigation Laborer/Tender

CLASSIFICATIONS:

Landscape /Irrigation Laborer, Landscape Hydro Seeder, Landscape/Irrigation Tender

DETERMINATIONS:

SC-102-X-14-2024-1 and SC-102-X-14-2024-1A

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

This predetermined increase for the above-named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

LANDSCAPE/IRRIGATION LABORER AND LANDSCAPE HYDRO SEEDER

Determination SC-102-X-14-2024-1 is currently in effect and expires on July 31, 2024**.

Effective August 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or fringes.

Effective August 1, 2025, there will be an increase of \$3.40 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

LANDSCAPE/IRRIGATION TENDER

Determination SC-102-X-14-2024-1A is currently in effect and expires on July 31, 2024*.

There are no predetermined increases applicable to this determination.

Issued 2/22/2024, Effective 3/3/2024 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: March 3, 2024

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) a

Determination:

SC-LML-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

March 31, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Holiday	Training	Hours	Total	Overtime
L a salife.	Hourly	and						Hourly	Hourly
Locality	Rate	Welfare						Rate	Rate
									(1 ½ X)
Imperial	\$16.00	\$0.00	\$0.00	\$0.115 ^b	\$0.17	\$0.00	8.0	\$16.285°	\$24.285 ^c
Inyo, Mono and San Bernardino	\$16.00	\$0.00	\$0.00	\$0.30	\$0.17	\$0.00	8.0	\$16.47	\$24.47
Kern	\$16.00	\$0.00	\$0.00	\$0.16 ^d	\$0.17	\$0.00	8.0	\$16.33°	\$24.33 ^c
	\$16.00	\$0.00	\$0.00	\$0.27 ^e	\$0.46	\$0.00	8.0	\$16.73°	\$24.73 ^c
Los Angeles	\$16.00	\$0.89	\$0.00	\$0.115 ^f	\$0.14	\$0.00	8.0	\$17.145°	\$25.145°
Orange	\$16.00	\$0.00	\$0.00	\$0.11 ^g	\$0.11	\$0.00	8.0	\$16.22 ^c	\$24.22 ^c
Riverside	\$16.00	\$0.00	\$0.00	\$0.20 ^h	\$0.16	\$0.00	8.0	\$16.36°	\$24.36°
San Diego	\$16.00	\$0.00	\$0.00	\$0.22	\$0.115	\$0.00	8.0	\$16.335	\$24.335
	\$16.00	\$0.00	\$0.00	\$0.24	\$0.12	\$0.00	8.0	\$16.36	\$24.36
San Luis Obispo	\$16.00	\$0.00	\$0.00	\$0.15 ⁱ	\$0.15	\$0.00	8.0	\$16.30	\$24.30
	\$16.00	\$0.00	\$0.00	\$0.16 ^j	\$0.16	\$0.00	8.0	\$16.32	\$24.32
Santa Barbara	\$16.00	\$0.00	\$0.00	\$0.12 ^k	\$0.12	\$0.00	8.0	\$16.24 ^c	\$24.24°
	\$16.00	\$0.00	\$0.00	\$0.13 ¹	\$0.13	\$0.00	8.0	\$16.26 ^c	\$24.26°
Ventura	\$16.00	\$0.00	\$0.00	\$0.115	\$0.16	\$0.00	8.0	\$16.275	\$24.275
	\$16.00	\$2.97	\$0.00	\$0.19 ^m	\$0.26	\$0.00	8.0	\$19.42°	\$27.42 ^c

NOTE:

If there are two rates, the first rate is for routine work, the second rate is for complex work.

Determination: SC-LML-2024-1

Page 2 of 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 Director's General Prevailing Wage Determinations Website (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 <u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director</u> – Research Unit at (415) 703-4774.

^a 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 cover 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 use in such landscape maintenance.

^b \$0.22 after 3 years of service.

^c Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

d \$0.31 after 2 years of service.

• \$0.54 after 2 years of service: \$0.81 after 3 years of service.

f \$0.24 after 3 years of service: \$0.37 after 7 years of service.

^g \$0.22 after 4 years of service.

h \$0.40 after 3 years of service.

\$0.29 after 2 years of service.

\$0.31 after 2 years of service.

k \$0.23 after 2 years of service.

1 \$0.27 after 2 years of service.

m \$0.38 after 3 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: Landscape Operating Engineer#

Determination:

SC-63-12-33-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

October 31, 2024** 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:

Wages and Employer Paymer	its:										
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^c (1½ X)	Sunday Overtime Hourly Rate ^d (2X)	Holiday Overtime Hourly Rate ^d (3X)
Landscape Operating Engineer: Backhoe Operators; Skidsteer; Forklifts-Tree Planting Equipment (jobsite); HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment; Mulching Tractors; Roller Operators; Rubber-tired & Track Earthmoving Equipment; Skiploader Operators; Trencher-31 horsepower and up	\$48.01	\$12.85	\$13.15	\$3.85	\$1.05	\$0.15	8.0	\$80.56	\$104.565	\$128.570	\$176.58

Determination: SC-63-12-33-2024-1

Page 2 of 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 Director's General Prevailing Wage Determinations Website (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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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 <u>Director</u> – 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).

^a Includes an amount for the Defined Contribution Plan (Annuity).

b Includes an amount per hour worked for supplemental dues.

Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

^d 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.

PREDETERMINED INCREASE

CRAFT/CLASSIFICATION:

Landscape Operating Engineer

DETERMINATION:

SC-63-12-33-2024-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

LANDSCAPE OPERATING ENGINEER: All Classifications

Determination SC-63-12-33-2024-1 is currently in effect and will expire on October 31, 2024**.

Effective on November 1, 2024, there will be an increase of \$4.00 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 2/22/2024. Effective 3/3/2024 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: March 3, 2024

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-830-61-1-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

March 31, 2024* 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 **Riverside** County. For other counties please contact the Office of the Director – Research Unit prior to Bid Advertisement at (415) 703-4774.

Wages and Employer Payments:

Tragos ana Empio	,,									
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday/Sunday Overtime Hourly Rate (1½ X)	Holiday Overtime Hourly Rate (2 X)
Lighting Maintenance Service Person	\$16.00	\$0.29	\$0.00	\$0.34	\$0.00	8.0	\$16.63	\$24.63	\$24.63	\$32.63

Determination:

SC-830-61-2-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

March 31, 2024* 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.

Determination: SC-830-61-1-2024-1

Page 2 of 2

Localities:

All localities within **San Bernardino** County. For other counties please contact the Office of the Director – Research Unit prior to Bid Advertisement at (415) 703-4774.

Wages and Employer Payments:

Classification	Basic	Health and	Pension	Vacation and	Training	Hours	Total	Daily Overtime	Sunday/
	Hourly	Welfare		Holiday			Hourly	Hourly Rate	Holiday
	Rate						Rate	(1 ½ X)	Overtime Hourly
									Rate
									(1 ½ X)
Lighting Maintenance									
Service Person	\$16.00	\$2.43	\$0.39	\$0.00	\$0.50	8.0	\$19.32	\$27.32	\$27.32

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). 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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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-23-31-16-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

June 30, 2024** 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:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	6 th	7 th
	Hourly	and		and				Hourly	Overtime	Workday	Workday/
Classification	Rate	Welfare		Holiday ^a				Rate	Hourly	Overtime	Holiday
									Rate ^b	Hourly	Overtime
(Journeyperson)									(1 ½ X)	Rate ^b	Hourly
										(1 ½ X)	Rate
											(2 X)
Modular Installer: Installer	\$22.00	\$6.21	\$2.50	\$3.10	\$0.10	\$0.03	8.0	\$33.94	\$44.94	\$44.94	\$55.94
Modular Installer: Lead Installer	\$24.00	\$6.21	\$2.50	\$3.10	\$0.10	\$0.03	8.0	\$35.94	\$47.94	\$47.94	\$59.94

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). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-31-16-2024-1

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Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations Website</u> (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.

^b Rate applies to the first 4 daily overtime hours and first 12 hours worked on a sixth (6th) consecutive day. All other daily overtime is paid the 7th Workday/Holiday rate.



[#] 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).

^a Includes an amount for Supplemental Dues.

PREDETERMINED INCREASE

CRAFT:

Modular Furniture Installer (Carpenter)

DETERMINATION:

SC-23-31-16-2024-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 3, 2024, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

MODULAR FURNITURE (CARPENTER)

Determination SC-23-31-16-2024-1 is currently in effect and expires on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$1.50 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 2/22/2024. Effective 3/3/2024 until superseded.

This page will be updated when wage rate breakdown information becomes available. Last Updated: March 3, 2024

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#

Determination:

SC-23-63-2-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments)

wages and total i	nourly rates	s (iniciuali	ng employe	er payments).		
	Basic		Total	Daily	Saturday	Sunday/Holiday
Classificationa	Hourly	Hours	Hourly	Overtime	Overtime	Overtime
(Journeyperson)	Rate	110013	Rate	Hourly Rate ^b	Hourly Rate ^c	Hourly Rate
	Nate			(1½ X)	(1½ x)	(2 x)
Group 1	\$55.90	8	\$88.71	\$116.660	\$116.660	\$144.610
Group 2	\$56.68	8	\$89.49	\$117.830	\$117.830	\$146.170
Group 3	\$56.97	8	\$89.78	\$118.265	\$118.265	\$146.750
Group 4	\$58.46	8	\$91.27	\$120.500	\$120.500	\$149.730
Group 6	\$58.68	8	\$91.49	\$120.830	\$120.830	\$150.170
Group 8	\$58.79	8	\$91.60	\$120.995	\$120.995	\$150.390
Group 10	\$58,91	8	\$91.72	\$121.175	\$121.175	\$150.630
Group 12	\$59.08	8	\$91.89	\$121.430	\$121.430	\$150.970
Group 13	\$59.18	8	\$91.99	\$121.580	\$121.580	\$151.170
Group 14	\$59.21	8	\$92.02	\$121.625	\$121.625	\$151.230
Group 15	\$59.29	8	\$92.10	\$121.745	\$121.745	\$151.390
Group 16	\$59.41	8	\$92.22	\$121.925	\$121.925	\$151.630
Group 17	\$59.58	8	\$92.39	\$122.180	\$122.180	\$151.970
Group 18	\$59.68	8	\$92.49	\$122.330	\$122.330	\$152.170
Group 19	\$59.79	8	\$92.60	\$122.495	\$122.495	\$152.390
Group 20	\$59.91	8	\$92.72	\$122.675	\$122.675	\$152.630
Group 21	\$60.08	8	\$92.89	\$122.930	\$122.930	\$152.970
Group 22	\$60.18	8	\$92.99	\$123.080	\$123.080	\$153.170
Group 23	\$60.29	8	\$93.10	\$123.245	\$123.245	\$153.390
Group 24	\$60.41	8	\$93.22	\$123.425	\$123.425	\$153.630
Group 25	\$60.58	8	\$93.39	\$123.680	\$123.680	\$153.970

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Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension ^d	\$14.65
Vacation and Holidaye	\$3.85
Training	\$1.05
Other	\$0.41

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). 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 <u>Director's General Prevailing Wage Determinations</u>

Website (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

CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #

Determination:

SC-23-63-2-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments):

Wages and total i	iouily lute.	(, pay		
	Basic		Total	Daily	Saturday	Sunday/Holiday
Classificationa	Hourly	Hours	Hourly	Overtime	Overtime	Overtime
(Journeyperson)	Rate	110013	Rate	Hourly Rate ^b	Hourly Rate ^c	Hourly Rate
	ixate		Nate	(1½ x)	(1½ x)	(2 x)
Group 1	\$56.90	8	\$89.71	\$118.160	\$118.160	\$146.610
Group 2	\$57.68	8	\$90.49	\$119.330	\$119.330	\$148.170
Group 3	\$57.97	8	\$90.78	\$119.765	\$119.765	\$148.750
Group 4	\$59.46	8	\$92.27	\$122.000	\$122.000	\$151.730
Group 6	\$59.68	8	\$92.49	\$122.330	\$122.330	\$152.170
Group 8	\$59.79	8	\$92.60	\$122.495	\$122.495	\$152.390
Group 10	\$59.91	8	\$92.72	\$122.675	\$122.675	\$152.630
Group 12	\$60.08	8	\$92.89	\$122.930	\$122.930	\$152.970
Group 13	\$60.18	8	\$92.99	\$123.080	\$123.080	\$153.170
Group 14	\$60.21	8	\$93.02	\$123.125	\$123.125	\$153.230
Group 15	\$60.29	8	\$93.10	\$123.245	\$123.245	\$153.390
Group 16	\$60.41	8	\$93.22	\$123.425	\$123.425	\$153.630
Group 17	\$60.58	8	\$93.39	\$123.680	\$123.680	\$153.970
Group 18	\$60.68	8	\$93.49	\$123.830	\$123.830	\$154.170
Group 19	\$60.79	8	\$93.60	\$123.995	\$123.995	\$154.390
Group 20	\$60.91	8	\$93.72	\$124.175	\$124.175	\$154.630
Group 21	\$61.08	8	\$93.89	\$124.430	\$124.430	\$154.970
Group 22	\$61.18	8	\$93.99	\$124.580	\$124.580	\$155.170
Group 23	\$61.29	8	\$94.10	\$124.745	\$124.745	\$155.390
Group 24	\$61.41	8	\$94.22	\$124.925	\$124.925	\$155.630
Group 25	\$61.58	8	\$94.39	\$125.180	\$125.180	\$155.970

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Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension ^d	\$14.65
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.41

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). 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 <u>Director's General Prevailing Wage Determinations</u>

Website (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

CRAFT: OPERATING ENGINEER (MULTI-SHIFT)#

Determination:

SC-23-63-2-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments):

Wages and total I	nourly rate	s (incluali	ng employe	er payments):		
	Pagia		Total	Daily	Saturday	Sunday/Holiday
Classificationa	Basic	Hourof		Overtime	Overtime	Overtime
(Journeyperson)	Hourly Rate	Hours ^f	Hourly Rate	Hourly Rate ^b	Hourly Rate ^c	Hourly Rate
	Rate		Rate	$(1\frac{1}{2}x)$	$(1\frac{1}{2}x)$	(2 x)
Group 1	\$56.90	8	\$89.71	\$118.160	\$118.160	\$146.610
Group 2	\$57.68	8	\$90.49	\$119.330	\$119.330	\$148.170
Group 3	\$57.97	8	\$90.78	\$119.765	\$119.765	\$148.750
Group 4	\$59.46	8	\$92.27	\$122.000	\$122.000	\$151.730
Group 5	\$59.56	8	\$92.37	\$122.150	\$122.150	\$151.930
Group 6	\$59.68	8	\$92.49	\$122.330	\$122.330	\$152.170
Group 7	\$59.78	8	\$92.59	\$122.480	\$122.480	\$152.370
Group 8	\$59.79	8	\$92.60	\$122.495	\$122.495	\$152.390
Group 9	\$59.89	8	\$92.70	\$122.645	\$122.645	\$152.590
Group 10	\$59.91	8	\$92.72	\$122.675	\$122.675	\$152.630
Group 11	\$60.01	8	\$92.82	\$122.825	\$122.825	\$152.830
Group 12	\$60.08	8	\$92.89	\$122.930	\$122.930	\$152.970
Group 13	\$60.18	8	\$92.99	\$123.080	\$123.080	\$153.170
Group 14	\$60.21	8	\$93.02	\$123.125	\$123.125	\$153.230
Group 15	\$60.29	8	\$93.10	\$123.245	\$123.245	\$153.390
Group 16	\$60.41	8	\$93.22	\$123.425	\$123.425	\$153.630
Group 17	\$60.58	8	\$93.39	\$123.680	\$123.680	\$153.970
Group 18	\$60.68	8	\$93.49	\$123.830	\$123.830	\$154.170
Group 19	\$60.79	8	\$93.60	\$123.995	\$123.995	\$154.390
Group 20	\$60.91	8	\$93.72	\$124.175	\$124.175	\$154.630
Group 21	\$61.08	8	\$93.89	\$124.430	\$124.430	\$154.970
Group 22	\$61.18	8	\$93.99	\$124.580	\$124.580	\$155.170
Group 23	\$61.29	8	\$94.10	\$124.745	\$124.745	\$155.390
Group 24	\$61.41	8	\$94.22	\$124.925	\$124.925	\$155.630

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Classification ^a (Journeyperson)	Basic Hourly Rate	Hours ^f	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 25	\$61.58	8	\$94.39	\$125.180	\$125.180	\$155.970

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension ^d	\$14.65
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.41

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). 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 <u>Director's General Prevailing Wage Determinations</u> Website (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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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 Operator

Pump Operator

Signalman

Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)

Coil Tubing Rig 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 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 Economatic, 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 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

Page 8 of 11

Dandy Digger

Deck Engine Operator

Deck Engineer

Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucker 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 3/4 yds. and up to and including 11/2 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. flyweel 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, one (1) Screedman)

Asphalt-Rubber Distributor Operator

Backhoe Operator (up to and including ¾ yds.) small ford, case or similar types

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 bucker 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

Excavator Track/Rubber-Tired with all attachments (Operating Weight 21,000 lbs – 100,000 lbs)

Global Positioning System/GPS (or Technician)

Grade Checker

Gradall 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

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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 flyweel 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 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 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.)

Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with hoisting and placing materials)

Welder - Certified

Woods 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)

Page 10 of 11

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, athey 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 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

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 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)

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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 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,

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 fifty cents (50¢) 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 Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

^a For classifications within each group, see Pages 7 through 11.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity.

^e Includes an amount withheld for supplemental dues.

f 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.

PREDETERMINED INCREASE

CRAFTS/CLASSIFICATIONS:

Operating Engineer (SC-23-63-2-2023-2) (All Shifts)

Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) (SC-23-63-2-2023-2B) (All Shifts)

Tunnel (Operating Engineer) (SC-23-63-2-2023-2C) (All Shifts)

Building/Construction Inspector, Field Soils and Material Tester, and Non-Destructive Testing (SC-23-63-2-2023-2D) (All Shifts)

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

These predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until the determination(s) is/are superseded by a new determination(s) or a predetermined increase modification notice becomes effective.

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

OPERATING ENGINEER: All Classifications and All Shifts

The above Determinations are currently in effect and will expire on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$4.02 allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 8/22/2023, Effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: September 1, 2023

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-23-102-6-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 ^a (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	6 th & 7 th Day Overtime Hourly Rate ^d (1½ x)	Holiday Overtime Hourly Rate (2 X)
Group 1	\$44.10	\$8.95	\$8.57	\$5.26	\$1.42	\$0.56	8.0	\$68.86	\$90.910	\$90.910	\$112.96
Group 2	\$45.40	\$8.95	\$8.57	\$5.26	\$1.42	\$0.56	8.0	\$70.16	\$92.860	\$92.860	\$115.56
Group 3	\$47.41	\$8.95	\$8.57	\$5.26	\$1.42	\$0.56	8.0	\$72.17	\$95.875	\$95.875	\$119.58
Group 4	\$49.15	\$8.95	\$8.57	\$5.26	\$1.42	\$0.56	8.0	\$73.91	\$98.485	\$98.485	\$123.06

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). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Page 2 of 2

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 <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds, and tracks, whether indoor or outdoor)

Truck Mounted Attenuator

Automatous 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 Assitant
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 Squeegeeman (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 Driverincluding 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)

[#] 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).

^a For classifications within each group, see Page 2.

^b Includes an amount per hour worked for Supplemental Dues.

^c 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.

^d 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.

PREDETERMINED INCREASE

CRAFT:

Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)

DETERMINATIONS:

SC-23-102-6-2023-2

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)

Determination SC-23-102-6-2023-2 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.35 to be allocated as follows: \$2.55 to Basic Hourly Rate, \$0.30 to Health and Welfare, \$0.45 to Pension, and \$0.05 to Training.

Effective July 1, 2025, there will be an increase of \$3.45 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

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

Last Updated: June 6, 2024

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

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

Determination:

SC-23-261-2-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments)

Classification ^a (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$38.19	8	\$71.88	\$90.975	\$90.975	\$110.07
Group II	\$38.34	. 8	\$72.03	\$91.20	\$91.20	\$110.37
Group III	\$38.47	8	\$72.16	\$91.395	\$91.395	\$110.63
Group IV	\$38.66	8	\$72.35	\$91.68	\$91.68	\$111.01
Group V	\$38.69	8	\$72.38	\$91.725	\$91.725	\$111.07
Group VI	\$38.72	8	\$72.41	\$91.77	\$91.77	\$111.13
Group VII	\$38.97	8	\$72.66	\$92.145	\$92.145	\$111.63
Group VIII	\$39.22	8	\$72.91	\$92.52	\$92.52	\$112.13
Group IX	\$39.42	8	\$73.11	\$92.82	\$92.82	\$112.53
Group X	\$39.72	8	\$73.41	\$93.27	\$93.27	\$113.13
Group XI	\$40.22	8	\$73.91	\$94.02	\$94.02	\$114.13

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$8.00
Vacation and Holiday ^c	\$3.15
Training	\$1.92
Other	\$0.50

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Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$24.40	8	\$56.94	\$69.14	\$69.14	\$81.34
2001-4000 hours	\$26.40	8	\$59.19	\$72.39	\$72.39	\$85.59
4001-6000 hours	\$28.40	8	\$61.44	\$75.64	\$75.64	\$89.84

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$8.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.92
Other	\$0.50

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 <u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director's General Prevailing Wage Determinations</u>

Website (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

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

Determination:

SC-23-261-2-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments):

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Classification ^a (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)			
Group I	\$39.19	8	\$72.88	\$92.475	\$92.475	\$112.07			
Group II	\$39.34	8	\$73.03	\$92.70	\$92.70	\$112.37			
Group III	\$39.47	8	\$73.16	\$92.895	\$92.895	\$112.63			
Group IV	\$39.66	8	\$73.35	\$93.18	\$93.18	\$113.01			
Group V	\$3 9.69	8	\$73.38	\$93.225	\$93.225	\$113.07			
Group VI	\$39.72	8	\$73.41	\$93.27	\$93.27	\$113.13			
Group VII	\$39.97	8	\$73.66	\$93.645	\$93.645	\$113.63			
Group VIII	\$40.22	8	\$73.91	\$94.02	\$94.02	\$114.13			
Group IX	\$40.42	8	\$74.11	\$94.32	\$94.32	\$114.53			
Group X	\$40.72	8	\$74.41	\$94.77	\$94.77	\$115.13			
Group XI	\$41.22	8	\$74.91	\$95.52	\$95.52	\$116.13			

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$8.00
Vacation and Holiday ^c	\$3.15
Training	\$1.92
Other	\$0.50

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Wages and total hourly rates (including employer payments):

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Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$24.40	8	\$56.94	\$69.14	\$69.14	\$81.34
2001-4000 hours	\$26.40	8	\$59.19	\$72.39	\$72.39	\$85.59
4001-6000 hours	\$28.40	8	\$61.44	\$75.64	\$75.64	\$89.84

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$8.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.92
Other	\$0.50

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 <u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director's General Prevailing Wage Determinations</u>

Website (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

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

Determination:

SC-23-261-2-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments):

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Classification ^a (Journeyperson)	Basic Hourly Rate	Hourse	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)			
Group I	\$40.19	8	\$73.88	\$93.975	\$93.975	\$114.07			
Group II	\$40.34	8	\$74.03	\$94.20	\$94.20	\$114.37			
Group III	\$40.47	8	\$74.16	\$94.395	\$94.395	\$114.63			
Group IV	\$40.66	8	\$74.35	\$94.68	\$94.68	\$115.01			
Group V	\$40.69	8	\$74.38	\$94.725	\$94.725	\$115.07			
Group VI	\$40.72	8	\$74.41	\$94.77	\$94.77	\$115.13			
Group VII	\$40.97	8	\$74.66	\$95.145	\$95.145	\$115.63			
Group VIII	\$41.22	8	\$74.91	\$95.52	\$95.52	\$116.13			
Group IX	\$41.42	8	\$75.11	\$95.82	\$95.82	\$116.53			
Group X	\$41.72	8	\$75.41	\$96.27	\$96.27	\$117.13			
Group XI	\$42.22	8	\$75.91	\$97.02	\$97.02	\$118.13			

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$8.00
Vacation and Holiday ^c	\$3.15
Training	\$1.92
Other	\$0.50

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Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$24.40	8	\$56.94	\$69.14	\$69.14	\$81.34
2001-4000 hours	\$26.40	8	\$59.19	\$72.39	\$72.39	\$85.59
4001-6000 hours	\$28.40	8	\$61.44	\$75.64	\$75.64	\$89.84

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Type of Fund	Amount per Hour			
Health and Welfare	\$20.12			
Pension	\$8.00			
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)			
Training	\$1.92			
Other	\$0.50			

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 <u>Director's General Prevailing Wage Determinations Website</u> (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 <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (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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Classifications:

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 6½ 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 6½ 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 Greaser and Tireman - \$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 and 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 attachment

[#] 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).

^a For classifications within each group, see Page 7.

^b Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^c Includes an amount for Supplemental Dues.

^d Subjourneymen may be employed at a ratio of one subjourneyman for every five journeymen.

^e 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.

PREDETERMINED INCREASE

CRAFT:

Teamster (All Shifts)

DETERMINATIONS:

SC-23-261-2-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

TEAMSTER: Groups I-XI (All Shifts)

Determination SC-23-261-2-2023-1 is currently in effect and expires June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or employer payments.

Note: Subjourneymen (0-6000 hours) receive no predetermined increases.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

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

Last Updated: September 1, 2023

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) 1

(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION) 2

Determination:

SC-102-X-20-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 ^a (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Senior Tree Trimmer	\$25.19	\$3.50	\$2.26	\$2.47	\$0.00	\$0.30	8.0	\$33.72	\$46.315	\$58.91
Tree Trimmer	\$23.19	\$3.50	\$2.26	\$2.27	\$0.00	\$0.30	8.0	\$31.52	\$43.115	\$54.71
Groundperson	\$21.55	\$3.50	\$2.26	\$2.12	\$0.00	\$0.30	8.0	\$29.73	\$40.505	\$51.28

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). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-102-X-20-2023-1

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Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations Website</u> (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.

^b 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.



¹ 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.

² 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.

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

PREDETERMINED INCREASE

CRAFT:

Tree Maintenance (Laborer)

DETERMINATION:

SC-102-X-20-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

TREE MAINTENANCE (LABORER):

Determination SC-102-X-20-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$1.50 to be allocated as follows: \$1.20 to Basic Hourly Rate and \$0.30 to Health & Welfare.

Effective July 1, 2025, there will be an increase of \$1.60 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded.

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

Last Updated: May 20, 2024

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-23-102-12-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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:

									Daily	Saturday	Sunday/
Classification ^a	Basic	Health		Vacation/				Total	Overtime	Overtime	Holiday
	Hourly	and	Pension	Holiday ^b	Training	Other	Hours	Hourly	Hourly	Hourly	Overtime
(Journeyperson)	Rate	Welfare		Hollday				Rate	Rate ^c	Rate ^c	Hourly Rate
									(1½ X)	(1½ X)	(2 X)
Group I	\$48.03	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$75.040	\$99.055	\$99.055	\$123.070
Group II	\$48.35	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$75.360	\$99.535	\$99.535	\$123.710
Group III	\$48.81	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$75.820	\$100.225	\$100.225	\$124.630
Group IV ^d	\$49.50	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$76.510	\$101.260	\$101.260	\$126.010
Group V	\$50.35	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$77.360	\$102.535	\$102.535	\$127.710

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). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-102-12-2023-1

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Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (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

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 (Brakeman and

Switchman on tunnel work)

Tool Man

Top Lander

Tunnel Materials Handling Man

Group II

Chemical Grout Jetman

Chucktender, Cabletender

Concrete crew-include Rodders and

Spreaders

Grout Mixerman

Grout Pumpman

Operating of Troweling and/or Grouting

Machines

Vibratorman, Jack Hammer Pneumatic Tools

(except driller)

Group III

Blaster, Driller, Powderman

Bull Gang Mucker, Trackman

Cherry Pickerman

Grout Gunman

Jackleg Miner

Jumbo Man

Kemper and other Pneumatic Concrete

Placer Operator

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 Workd

Diamond Driller

HDPE Membrane Vapor Barrier Welder

Miner - Tunnel (hand or machine)

Group V

Welder, certified as required

^a For classifications within each group, see Page 2.

^b Includes an amount per hour worked for supplemental dues.

^c All work performed over 12 hours in a single work day shall be paid for at double time (2x).

^d 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.

PREDETERMINED INCREASE

CRAFT:

Tunnel Worker (Laborer)

DETERMINATIONS:

SC-23-102-12-2023-1

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1**, **2023**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

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

TUNNEL WORKER (LABORER):

Determination SC-23-102-12-2023-1 is currently in effect and expires on June 30, 2024**.

Effective July 1, 2024, there will be an increase of \$3.50 to be allocated as follows: \$2.70 to Basic Hourly Rate, \$0.30 to Health & Welfare, \$0.45 to Pension, and \$0.05 to Training.

Effective July 1, 2025, there will be an increase of \$3.60 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2023, Effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: June 3, 2024

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-23-63-2-2023-2C

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments):

Classification ^a (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$57.75	8	\$90.56	\$119.435	\$119.435	\$148.310
Group 2	\$58.53	8	\$91.34	\$120.605	\$120.605	\$149.870
Group 3	\$58.82	8	\$91.63	\$121.040	\$121.040	\$150.450
Group 4	\$58.96	8	\$91.77	\$121.250	\$121.250	\$150.730
Group 5	\$59.18	8	\$91.99	\$121.580	\$121.580	\$151.170
Group 6	\$59.29	8	\$92.10	\$121.745	\$121.745	\$151.390
Group 7	\$59.41	8	\$92.22	\$121.925	\$121.925	\$151.630
Group 8	\$60.76	8	\$93.57	\$123.950	\$123.950	\$154.330
Group 9	\$59.71	8	\$92.52	\$122.375	\$122.375	\$152.230

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	[*] \$12.85
Pension ^d	\$14.65
Vacation and Holiday ^e	\$3.85
Training	\$1.05
Other	\$0.41

Determination: SC-23-63-2-2023-2C

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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

CRAFT: TUNNEL (OPERATING ENGINEER) (MULTI-SHIFT) #

Determination:

SC-23-63-2-2023-2C

Issue Date:

August 22, 2023

Expiration date of determination:

June 30, 2024** 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 total hourly rates (including employer payments)

Classification ^a (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b	Saturday Overtime Hourly Rate ^c	Sunday/Holiday Overtime Hourly Rate
	rate		Tible	(1½ x)	(1½ x)	(2 x)
Group 1	\$57.75	7.5	\$90.56	\$119.435	\$119.435	\$148.310
Group 2	\$58.53	7.5	\$91.34	\$120.605	\$120.605	\$149.870
Group 3	\$58.82	7.5	\$91.63	\$121.040	\$121.040	\$150.450
Group 4	\$58,96	7.5	\$91.77	\$121.250	\$121.250	\$150.730
Group 5	\$59.18	7.5	\$91.99	\$121.580	\$121.580	\$151.170
Group 6	\$59.29	7.5	\$92.10	\$121.745	\$121.745	\$151.390
Group 7	\$59.41	7.5	\$92.22	\$121.925	\$121.925	\$151.630
Group 8	\$60.76	7.5	\$93.57	\$123.950	\$123.950	\$154.330
Group 9	\$59.71	7.5	\$92.52	\$122.375	\$122.375	\$152.230

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pensiond	\$14.65
Vacation and Holidaye	\$3.85
Training	\$1.05
Other	\$0.41

Determination: SC-23-63-2-2023-2C

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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). 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 <u>Director's General Prevailing Wage Determinations</u>

Website (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 ¾ yd. without attachment)

Group 3

Chainman

Power-Driver Jumbo Form Setter Operator

Group 4

Dinkey Locomotive or Motorman (up to and including 10 tons)

Rodman

Group 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

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)

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

Determination: SC-23-63-2-2023-2C

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MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifty cents (50¢) 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.

e Includes an amount withheld for supplemental dues.



[#] 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).

^a For classifications within each group, see Page 3.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

d Includes an amount for Annuity.

PREDETERMINED INCREASE

CRAFTS/CLASSIFICATIONS:

Operating Engineer (SC-23-63-2-2023-2) (All Shifts)

Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) (SC-23-63-2-2023-2B) (All Shifts)

Tunnel (Operating Engineer) (SC-23-63-2-2023-2C) (All Shifts)

Building/Construction Inspector, Field Soils and Material Tester, and Non-Destructive Testing (SC-23-63-2-2023-2D) (All Shifts)

LOCALITIES:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

These predetermined increases for the above named crafts apply only to the current determinations for work being performed on public works projects with bid advertisement dates on or after September 1, 2023, until the determination(s) is/are superseded by a new determination(s) or a predetermined increase modification notice becomes effective.

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

OPERATING ENGINEER: All Classifications and All Shifts

The above Determinations are currently in effect and will expire on June 30, 2024**.

Effective on July 1, 2024, there will be an increase of \$4.02 allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 8/22/2023, Effective 9/1/2023 until superseded. This page will be updated when wage rate breakdown becomes available. Last Updated: September 1, 2023

COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES USE OF ARPA CLFRF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA). Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

- A. In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- **B.** In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section 200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure,

and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- C. A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections1251-1389).
- **F.** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part

- 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.
 - i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit "B" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- **J.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.
- K. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.
 - i. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at Title 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering 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 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 11246 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 assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- L. Data Collection Requirements Contractor agrees to collect pre-post data per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database retrievable collective data that needs to be available to County, State or Federal governments upon request.
- M. Data Submission Requirements Contractor agrees to furnish data to the County upon request, per County, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database retrievable collective data that needs to be available at request.
- **N.** Project Progress Reporting Contractor agrees to provide project timeline and progress updates to the County upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the County.
- O. Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its

subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.

- P. Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to County upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by County or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the County, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by County.
- Q. Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20th day of the following month.
- **R.** Contractor shall cooperate in having an audit completed by County, at County's option and expense. Any audit required by ARP'A CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.
- **S.** Contractor shall repay to County any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due County within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, County reserves the right to withhold future payments due Contractor from any source under County's control.
- T. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.
- U. Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.
- V. Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.
- W. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2

- C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **X.** Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Y. Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.
- **Z.** New Restrictions on Lobbying, Title 31 C.F.R. Part 21.
- **AA.** Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.
- **BB.** Applicable Federal environmental laws and regulations.
- **CC.** Statutes and regulations prohibiting discrimination include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of face, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **DD.** Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- **EE.** Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."

- **FF.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- **GG.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.
- **HH.** As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:
 - i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.
 - ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail provide language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.
 - iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.
 - iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- **II.** The County must include the following language in every contract or agreement subject to Title VI and its regulations:

"The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C.

- Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."
- **JJ.** Contractor shall cooperate in any enforcement or compliance review activities by the County and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.
- **KK.** Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.
- **LL.** County has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.
- **MM.** Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the County is obligated with the Department of the U.S. Treasury, whichever is later.
- **NN.** Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.
- OO. In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

PP. County and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.

PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE SAN BERNARDINO COUNTY STATE OF CALIFORNIA

For Construction On

PINE VIEW DRIVE AT BLUE WATER CHANNEL Big Bear Area

LENGTH: 1.08 miles WORK ORDER: H15190 AREA: Big Bear

ROAD NO.: 657700-020, 933002-010

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/. 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 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. ePRO. 4 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. REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854) &

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COMPLIANCE CERTIFICATION.

CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUEL FLEETS REGULATION

Bidder:	
DIR Registration Number and CARB Certificate of Complian Bidder and all subcontractors.	ce Number identified for
ACKNOWLEDGEMNT OF ePro PROCESS	
Bidder is registered as a vendor with San Bernardino Count Network (ePro) prior to date and time to receive bids.	y Electronic Procurement
Bidder has logged-in to the ePro system with the correct co downloaded the official bid documents through the ePro system to receive bids.	
If bidder submits a proposal via ePro, the proposal was uplot to the ePro system under the bidder's account.	paded in ePro while logged-in
Bidder confirmed it is listed on the "Official Plan Holders List calling the County representative at (909) 387-7920 to confir Plan Holders List" prior to the date and time bids are public	m bidder is on the "Official
Bidder to submit in person bidder's security and/or propositive proposal opening date and time.	al in a sealed envelope prior to
*For system-related issues and technical assistance with ePro, please ePro. Vendors @buyspeed.com or at (855) 800-5046. For questions is accounts, commodity codes, and/or status or placement on the Office contact the Purchasing Department at (909) 387-2060.	nvolving ePro, such as user
BIDDER'S CERTIFICATION:	
By my signature hereunder, I acknowledge I fully understand which I have considered in my preparation of the proposal. I al to comply with the above requirements will result in the rejection	so understand that failure
Bidder's Signature	Date

Bidder:		
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Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
Sched		Sugarla	of Paulayard to Esimuay Paulayard		
			af Boulevard to Fairway Boulevard; sion Drive to Sta 31+12 (Pine View Drive)		
1	1	LS	Mobilization	\$	\$
2	1	LS	Quality Control Program	\$	\$
3	1	LS	Water Pollution Control Program	\$	\$
4	1	LS	Traffic Control	\$	\$
5	4	EA	Portable Changeable Messages Sign	\$	\$
6	1	LS	Clearing and Grubbing	\$	\$
7	1	LS	Temporary Shoring	\$	\$
8	1	LS	Construction Dewatering	\$	\$
			Supplemental Work at Force Account (Unforeseen Differing Site Conditions and		
9	206000	FA	Utility Conflicts)	\$1.00	\$ 206,000.00
10	10	EA	Adjust Valve Box Frame and Cover to Grade	\$	\$
11	210	LF	Remove Chain Link Fence	\$	\$
12	40	SY	Remove Concreted RSP	\$	\$
13	10	SF	Remøve Rock	\$	\$
14	70	LF	Remove Retaining Wall	\$	\$
15	30	SY	Remove Asphalt Concrete Surfacing	\$	\$
16	2	EA	Relocate Sign	\$	\$
17	150	CY	Roadway Excavation	\$	\$
18	550	CY	Ditch Excavation	\$	\$
19	11690	CY	Channel Excavation	\$	\$
20	870	CY	Onsite Fill	\$	\$
21	407	CY	Aggregate Base (Class 2)	\$	\$
			Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base		
22	116000	FA	(Class 3)	\$1.00	\$ 116,000.00
23	2790	CY	Minor Concrete (Channel Lining, Desilting Wall, Driveway)	\$	\$
24	125800	LB	Concrete Reinforcement (Channel Lining, Desilting Wall, Driveway)	\$	\$
25	323	TN	Asphalt Concrete (Type C)	\$	\$
26	3520	SY	Cold Plane Asphalt Concrete Pavement (0.15' Maximum)	\$	\$
27	20	SY	Fog Seal	\$	\$

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
28	270	LF	Asphalt Concrete Dike (Traversable)	\$	\$
29	230	CY	Rock Slope Protection (Class II)	\$	\$
30	460	LF	48" Corrugated Steel Pipe Riser (0.109" Thick)	\$	\$
31	50	LF	24" Corrugated Steel Pipe (0.079" Thick)	\$	\$
32	580	LF	12" PVC Pipe (Solid)	\$	\$
33	760	LF	12" Perforated PVC Pipe	\$	\$
34	61	LF	18" Reinforced Concrete Pipe	\$	\$
35	12	EA	Concrete Pipe Inlet (D=24")	\$	\$
36	1	EA	Concrete Pipe Inlet (D=36")	\$	\$
37	65	EA	Debris Post	\$	\$
38	880	SF	Reinforced Concrete Retaining Wall	\$	\$
39	110	LF	Cable Railing	\$	\$
40	100	LF	Chain Link Fence (H=6', Barbed Wire Top)	\$	\$
41	90	LF	Chain Link Fence (H=4')	\$	\$
42	1	EA	Chain Link Fence Gate (W=12')	\$	\$
43	1	EA	Chain Link Fence Gate (W=14')	\$	\$
	1	LS	Reconstruct Sidewalk	\$	\$
45	1	LS	Remove Traffic Stripes and Remove Pavement Markings	\$	\$
46	408	SF	Paint Pavement Marking (2-Coat)	\$	\$
47	22	EA	Roadside Sign	\$	\$
48	27	EA	Marker (Snow Pole)	\$	\$
49	6650	SY	Hydroseed	\$	\$
50	540	SY	Dry Seed	\$	\$
51	2220	SY	Rolled Erosion Control Product (Netting) (Type B)	\$	\$
			Schedule A Subtotal (Items 1-51):	\$	
Sched	ule B: Blue	Water C	hannel, Sta 31+12 (Pine View Drive) to Sta	43+57	
52	1	LS	Mobilization	\$	\$
53	1	LS	Quality Control Program	\$	\$
54	1	LS	Water Pollution Control Program	\$	\$
55	1	LS	Traffic Control	\$	\$
56	1	LS	Clearing and Grubbing	\$	\$
57	1	LS	Temporary Shoring	\$	\$

Bidder:		
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Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
58	1	LS	Construction Dewatering	\$	\$
59	68000	FA	Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)	\$1.00	\$ 68,000.00
60	50	EA	Remove Tree	\$	\$
61	170	LF	Remove Chain Link Fence	\$	\$
62	6470	CY	Channel Excavation	\$	\$
63	10	CY	Onsite Fill	\$	\$
64	14000	FA	Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3) Minor Concrete (Channel Lining, Desilting	\$1.00	\$ 14,000.00
65	1280	CY	Wall, Driveway) Concrete Reinforcement (Channel Lining,	\$	\$
66	45400	LB	Desilting Wall, Driveway)	\$	\$
67	50	CY	Rock Slope Protection (Class II)	\$	\$
68	180	LF	Chain Link Fence (H=6', Barbed Wire Top, Wildlife Fence Skirt)	\$	\$
69	2	EA	Roadside Sign	\$	\$
70	3110	SY	Hydroseed	\$	\$
			Schedule B Subtotal (Items 52-70):	\$	
Sched	ule C: Blue	Water Cl	hannel, Sta 43+57 to Aeroplane Boulevard	1	
71	1	LS	Mobilization	\$	\$
72	1	LS	Quality Control Program	\$	\$
73	1	LS	Water Pollution Control Program	\$	\$
74	1	LS	Traffic Control	\$	\$
75	1	LS	Clearing and Grubbing	\$	\$
76	1	<u>L</u> S	Construction Dewatering	\$	\$
77	24000	FA	Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)	\$1.00	\$ 28,000.00
78	210	LF	Remove Chain Link Fence	\$	\$
79	1	EA	Remove Pipe Gate	\$	\$
80	540	SF	Remove Rock	\$	\$
81	1250	CY	Channel Excavation	\$	\$
82	70	CY	Onsite Fill	\$	\$
83	7000	FA	Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3)	\$1.00	\$ 7,000.00

Bidder:	

				_	
Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
84	450	CY	Minor Concrete (Channel Lining, Desilting Wall, Driveway)	\$	\$
85	15500	LB	Concrete Reinforcement (Channel Lining, Desilting Wall, Driveway)	\$	\$
86	10	CY	Rock Slope Protection (Class II)	\$	\$
87	620	LF	Chain Link Fence (H=6', Barbed Wire Top, Wildlife Fence Skirt)	\$	\$
88	1	EA	Chain Link Fence Gate (Walk, W=4')	\$	\$
89	1	EA	Chain Link Fence Gate (W=24')	\$	\$
90	1	EA	Roadside Sign	\$	\$
91	32	LF	Rural Barricade	\$	\$
92	590	SY	Hydroseed	\$	\$
			Schedule C Subtotal (Items 71-92):	\$	
			PROJECT TOTAL =		
			Schedule A Subtotal +	J	
			Schedule B Subtotal +		
			Schedule C Subtotal		

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 <u>within 10 days</u>, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided <u>within 10 days</u>, 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

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:	ttem(s) #: <u>**</u>
Business Location: **		% (s):
Telephone: (_	Amount: \$
License #: **	_Description of Work:	**
DIR Registration #:**	CARB Certific	ate of Compliance #**:
Name: **	Fed. ID:	Item(s) #: **
Business Location: **		% (s):
Telephone: (Amount: \$
License #: **	_Description of Work:	**
DIR Registration #:**	CARB Certific	cate of Compliance #**:
Name: **	Fed. ID:	ttem(s) #: **
Business Location: **		% (s):
Telephone: (Amount: \$
License #: **	_Description of Work:	**
DIR Registration #:**	CARB Certific	cate of Compliance #**:
Name: **	Fed. ID:	ttem(s) #: **
Business Location: **	_	% (s):
Telephone: (Amount: \$
License #: **	_Description of Work:	**
DIR Registration #:**	CARR Certific	eate of Compliance #**:

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 two 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

	 Check One	X	
has		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 Check One No
If the answer is yes, explain the circumstances in the following space.

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 19100) 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.
- (e) 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 of 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.
- **20104.4** 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 these 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

Modification; 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 the bidderl_th	ne party making the foreg	[title] of roing hid	[name
The bid is not recompany, associations sham. The bid false or sham be agreed with any has not in any conference with overhead, profit contained in the price or any bre thereto, to any of to any member of	made in the interest of, ciation, organization, or der has not directly or incide. The bidder has not bidder or anyone else to manner, directly or in anyone to fix the bid, or cost element of the bid are true. The bidde akdown thereof, or the corporation, partnership,	or on behalf of, any un corporation. The bid is directly induced or solicit directly or indirectly color put in a sham bid, or to reindirectly, sought by a price of the bidder or a bid price, or of that of any are has not, directly or indicontents thereof, or divulged to a collusive or sham the contents and the company, association, of the company, association, or the company, association, or the company association, or the collusive or sham the corporation.	disclosed person, partnership, a genuine and not collusive or sed any other bidder to put in a luded, conspired, connived, or efrain from bidding. The bidder greement, communication, or any other bidder, or to fix any other bidder. All statements irectly, submitted his or her bid ged information or data relative organization, bid depository, or a bid, and has not paid, and will
joint venture, lir	nited liability company,	limited liability partnersh	t is a corporation, partnership, ip, or any other entity, hereby cute, this declaration on behalf
	penalty of perjury under and that this declaration		California that the foregoing is
	[date], at	[city],	[state].
Print M	lame Sig	gnature - REQUIRED	
	•		
NOTE:	failure to include the	ion Declaration is part Noncollusion Declarat eeing found nonrespon	ion with the Bid
	will result ill tile blu b	<u>renny rouna monte</u> spon	<u> </u>

under penalty of perjury.

Bidders are reminded that this declaration must be signed

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.

RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22

(Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.):

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

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 RET	URNED 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 BOND," as the case may be.)	(\$)," "CASHIER'S CHECK," "CEF	RTIFIED CHECK," or "BIDDER'S
The names of all persons inter	ested in the foregoing proposal as	principals are as follows:
also names of the president, strue name of firm, also name	interested person is a corporation, ecretary, treasurer, and manager tes of all individual co-partners corual, state first and last names in full.	hereof; if a co-partnership, state mposing firm; if bidder or other
Licensed in accordance with a	n act providing for the registration o	of Contractors,
License No.:	Expiration	Date:
	—— <i>(</i>	
·	eg. No:Federal Ident	
	sal I certify, under penalty of perjuic ocuments are true and correct and documents.	
If the bid proposal is submitte signature is legally binding.	ed through ePro the undersigned a	acknowledges that its electronic
Print Name	Signature - REQUIRED	<u>Title</u>
19	Date:	
Name of Bidder _		
Business Address _		
Place of Business _		
Business Phone No.	Business Fax	No
Place of Residence		



BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,		
	, as Principal, (herei	nafter called the "Principal"),
and	, as Surety,	(hereinafter called "Surety"),
an admitted Surety insurer pursuant to Code of Civil Procedu	ure, Section 995.120, legally doing bus	iness in California at:
are held and firmly bound unto the SAN BERNARDINO CO		
	Dollars (\$),
for the payment of which sum well and truly to be made, executors, administrators, successors and assigns, jointly are		, bind ourselves, our heirs,
WHEREAS, the Principal has submitted a bid for:		
PROJECT TITLE: PINE VIEW DRIVE AT BLUE W PROJECT LIMITS: BIG BEAR AREA W. O. NO.: H15190 BID DATE:	ATER CHANNEL	
NOW, THEREFORE, if the Obligee shall accept the bid of Obligee in accordance with the terms of said proposal and documents with good and sufficient surety for the faithful per material furnished in the prosecution thereof, or in the even such bonds, if the Principal shall pay to the Obligee the difference in said bid and such larger amount for which the Obligee recovered by said bid, then this obligation shall be null and voi	I give such bonds as may be specifie formance of such contract and for the pt of the failure of the Principal to enterence not to exceed the penalty hereof be may in good faith contract with another	d in the bidding or contract prompt payment of labor and into such contract and give etween the amount specified or party to perform the work
Signed and sealed this	day of	,
		Year
Principal	Sure	ty
By:	Ву:	_
Signature	Signature, Atto	rney-in-Fact
Printed Name	Printed I	Name
Title		

CONTRACTOR CERTIFICATION CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL FUELED FLEET CERTIFICATION OF COMPLIANCE

I hereby certify that Contractor is familiar with the requirements of California Code of Regulations (CCR) Title 13 sections 2449, 2449.1, and 2449.2, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements:

Certification of Compliance. I hereby certify that I and all of my subcontractors will conform to the California Air Resource Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets requirements for all work involving the use of vehicles subject to the regulations, including, without limitation, as applicable, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4), and the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).
 Instructions. Check one (1) box below.

provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable *must* be provided with this form.)

□ Contractor certifies that its work on the Project (including work of its

Reported Compliance with this Regulation for In-Use Off-Road Disel-Fuled Fleet

Subcontractors) does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

3. I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

*Note: All Subcontractor(s) Certificate of Reported Compliance Number(s) shall be listed on the Designation of Subcontractors form.

Failure to submit this form or comply with any of the above requirements may result in the bid to be found non-responsive. Bidder shall ensure that their fleet, as well as all rental fleets and subcontractor fleets, maintain their active and current CARB certification for the duration of the project.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this form is true and correct.

Bidder's Company Name:					
Signature:	Title:				
Print Name:	Date:				



Contract Number	
SAP Number	

PUBLIC WORKS

Department Contract Representati	ve
Telephone Number	
0	
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, service to be rendered, amount to be paid, 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 Pine View Drive at Blue Water Channel, Big Bear area, Work Order No.: H15190; Road No.:657700-020, 933002-010.

California Department of Transportation (Caltrans) 2015 Standard Specifications and the 2023 Standard Plans, unless specified otherwise in the contract documents.

Special Provisions entitled: Special Provisions for Construction on Pine View Drive at Blue Water Channel; Length:1.08 miles; Work Order No.:H15190; Area: Big Bear; Road No.: 657700-020, 933002-010.

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: of work and specifications, and the requirements of the Engineer under them, to wit:

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total	
	Schedule A: Pine View Drive, Sugarloaf Boulevard to Fairway Boulevard;					
			sion Drive to Sta 31+12 (Pine View Drive)			
1	1	LS	Mobilization	\$	\$	
2	1	LS	Quality Control Program	\$	\$	
3	1	LS	Water Pollution Control Program	\$	\$	
4	1	LS	Traffic Control	\$	\$	
5	4	EA	Portable Changeable Messages Sign	\$	\$	
6	1	LS	Clearing and Grubbing	\$	\$	
7	1	LS	Temporary Shoring	\$	\$	
8	1	LS	Construction Dewatering	\$	\$	
			Supplemental Work at Force Account (Unforeseen Differing Site Conditions and			
9	206000	FA	Utility Conflicts)	\$1.00	\$ 206,000.00	
10	10	EA	Adjust Valve Box Frame and Cover to Grade	\$	\$	
11	210	LF	Remove Chain Link Fence	\$	\$	
12	40	SY	Remove Concreted RSP	\$	\$	
13	10	SF	Remøve Rock	\$	\$	
14	70	LF	Remove Retaining Wall	\$	\$	
15	30	SY	Remove Asphalt Concrete Surfacing	\$	\$	
16	2	EA	Relocate Sign	\$	\$	
17	150	CY	Roadway Excavation	\$	\$	
18	550	CY	Ditch Excavation	\$	\$	
19	11690	CY	Channel Excavation	\$	\$	
20	870	CY	Onsite Fill	\$	\$	
21	407	CY	Aggregate Base (Class 2)	\$	\$	
			Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base			
22	116000	FA	(Class 3)	\$1.00	\$ 116,000.00	
23	2790	CY	Minor Concrete (Channel Lining, Desilting Wall, Driveway)	\$	\$	
24	125800	LB	Concrete Reinforcement (Channel Lining, Desilting Wall, Driveway)	\$	\$	
25	323	TN	Asphalt Concrete (Type C)	\$	\$	
26	3520	SY	Cold Plane Asphalt Concrete Pavement (0.15' Maximum)	\$	\$	
27	20	SY	Fog Seal	\$	\$	

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
28	270	LF	Asphalt Concrete Dike (Traversable)	\$	\$
29	230	CY	Rock Slope Protection (Class II)	\$	\$
30	460	LF	48" Corrugated Steel Pipe Riser (0.109" Thick)	\$	\$
31	50	LF	24" Corrugated Steel Pipe (0.079" Thick)	\$	\$
32	580	LF	12" PVC Pipe (Solid)	\$	\$
33	760	LF	12" Perforated PVC Pipe	\$	\$
34	61	LF	18" Reinforced Concrete Pipe	\$	\$
35	12	EA	Concrete Pipe Inlet (D=24")	\$	\$
36	1	EA	Concrete Pipe Inlet (D=36")	\$	\$
37	65	EA	Debris Post	\$	\$
38	880	SF	Reinforced Concrete Retaining Wall	\$	\$
39	110	LF	Cable Railing	\$	\$
40	100	LF	Chain Link Fence (H=6', Barbed Wire Top)	\$	\$
41	90	LF	Chain Link Fence (H=4')	\$	\$
42	1	EA	Chain Link Fence Gate (W=12')	\$	\$
43	1	EA	Chain Link Fence Gate (W=14')	\$	\$
	1	LS	Reconstruct Sidewalk	\$	\$
45	1	LS	Remove Traffic Stripes and Remove Pavement Markings	\$	\$
46	408	SF	Paint Pavement Marking (2-Coat)	\$	\$
47	22	EA	Roadside Sign	\$	\$
48	27	EA	Marker (Snow Pole)	\$	\$
49	6650	SY	Hydroseed	\$	\$
50	540	SY	Dry Seed	\$	\$
51	2220	SY	Rolled Erosion Control Product (Netting) (Type B)	\$	\$
			Schedule A Subtotal (Items 1-51):	\$	
Sched	ule B: Blue	Water C			
52	1	LS	Mobilization	\$	\$
53	1	LS	Quality Control Program	\$	\$
54	1	LS	Water Pollution Control Program	\$	\$
55	1	LS	Traffic Control	\$	\$
56	1	LS	Clearing and Grubbing \$		\$
57	1	LS	Temporary Shoring	\$	\$

Item No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total
58	1	LS	Construction Dewatering	\$	\$
59	68000	FA	Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)	\$1.00	\$ 68,000.00
60	50	EA	Remove Tree	\$	\$
61	170	LF	Remove Chain Link Fence	\$	\$
62	6470	CY	Channel Excavation	\$	\$
63	10	CY	Onsite Fill	\$	\$
64	14000	FA	Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3) Minor Concrete (Channel Lining, Desilting	\$1.00	\$ 14,000.00
65	1280	CY	Wall, Driveway)	\$	\$
66	45400	LB	Concrete Reinforcement (Channel Lining, Desilting Wall, Driveway)	\$	\$
67	50	CY	Rock Slope Protection (Class II)	\$	\$
68	180	LF	Chain Link Fence (H=6', Barbed Wire Top, Wildlife Fence Skirt)	\$	\$
69	2	EA	Roadside Sign	\$	\$
70	3110	SY	Hydroseed	\$	\$
			Schedule B Subtotal (Items 52-70):	\$	
Sched	ule C: Blue	Water C	hannel, Sta 43+57 to Aeroplane Boulevard	1	
71	1	LS	Mobilization	\$	\$
72	1	LS	Quality Control Program	\$	\$
73	1	LS	Water Pollution Control Program	\$	\$
74	1	LS	Traffic Control	\$	\$
75	1	LS	Clearing and Grubbing	\$	\$
76		LS	Construction Dewatering	\$	\$
77	24000	FA	Supplemental Work at Force Account (Unforeseen Differing Site Conditions and Utility Conflicts)	\$1.00	\$ 28,000.00
78	210	LF	Remove Chain Link Fence	\$	\$
79	1	EA	Remove Pipe Gate	\$	\$
80	540	SF	Remove Rock	\$	\$
81	1250	CY	Channel Excavation	\$	\$
82	70	CY	Onsite Fill	\$	\$
83	7000	FA	Supplemental Work at Force Account - Subgrade Stabilization - Aggregate Base (Class 3)	\$1.00	\$ 7,000.00

Item	Approx.	Meas.	Item Description	Unit Price	Total
No.	Quant.	Unit	•		
84	450	CY	Minor Concrete (Channel Lining, Desilting Wall, Driveway)	\$	\$
85	15500	LB	Concrete Reinforcement (Channel Lining, Desilting Wall, Driveway)	\$	\$
86	10	CY	Rock Slope Protection (Class II)	\$	\$
87	620	LF	Chain Link Fence (H=6', Barbed Wire Top, Wildlife Fence Skirt)	\$	\$
88	1	EA	Chain Link Fence Gate (Walk, W=4')	\$	\$
89	1	EA	Chain Link Fence Gate (W=24')	\$	\$
90	1	EA	Roadside Sign	\$	\$
91	32	LF	Rural Barricade	\$	\$
92	590	SY	Hydroseed	\$	\$
			Schedule C Subtotal (Items 71-92):	\$	
			PROJECT TOTAL =		
			Schedule A Subtotal +	\$	
			Schedule B Subtotal +		
			Schedule C Subtotal		

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 11246, 11375, 11625, 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. 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 IX. 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 X. 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 XI. 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 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."

Page 6 of 7

BOARD OF SUPERVISORS

		(Print or typ	e name of corporation, company, contractor, etc.)
		By ►	
Dawn Rowe, Chair, Board of Supervis	sors	,	(Authorized signature - sign in blue ink)
Dated:		Name	
SIGNED AND CERTIFIED THAT A C DOCUMENT HAS BEEN DELIVEREI CHAIRMAN OF THE BOARD		Title	(Print or type name of person signing contract)
Lynna Monell Clerk of the Board of the San Bernar	l of Supervisors dino County	Title	(Print or Type)
ByDeputy		Dated:	
Deputy		Address	
OR COUNTY USE ONLY			
proved as to Legal Form	Reviewed for Contract	Compliance	Reviewed/Approved by Department
, County Counse	i <u>*</u>		<u> </u>
ite	Date		Date
)	

EXHIBIT A - PREVAILING WAGE REQUIREMENTS

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. 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 1773, et seg.

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:

- 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 $(1\frac{1}{2})$ 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 no 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 releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) 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) of 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 failed, 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, 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 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 (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 liability 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 indemnity 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 one of the following:
- (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
- (ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (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.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (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.
- (I) 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."

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 230 230.2 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 fund 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 actual 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 has met 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 <u>do not</u> 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 Rations:

- 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 in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable 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. If 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. II. III. IV. V.

Ι.

V.

General

Nondiscrimination

Non-segregated Facilities

Davis-Bacon and Related Act Provisions

Contract Work Hours and Safety Standards Act

Provisions

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. Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion

XI. Certification Regarding Use of Contract Funds

for Lobbying

XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild 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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals

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). 23 CFR 633.102(b).

- 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 piecework, station work, or by subcontract. 23 CFR 633.102(d).
- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 601.4(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 2. 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR

Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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:

 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. 23 CFR 230.409 (g)(4) & (5).

 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, sexual orientation, gender identity, 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."

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.

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 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 or other knowledgeable company official.

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 would 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 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 discriminating 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, sexual orientation, gender identity, national origin, age or disability.

The following procedures shall be followed:

The contractor will conduct periodic inspections of project

sites to ensure 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).

 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 comply with the Americans with Disabilities Act and all rules and regulations established thereunder. 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 grounds of race, color, religion, sex, sexual orientation, gender identity, 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,
 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- 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 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 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 nonresponsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 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 nonminority 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 nonminority 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the rightof-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 FHWA1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

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 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-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.

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 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 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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 federallyassisted 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 (29 CFR 5.5)

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 DavisBacon 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 of 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 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 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 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. 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 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.
 - 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 (29 CFR 5.5)

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 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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.
- 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.
- 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 DavisBacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

- 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 talse statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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. 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 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 forty hours in such workweek. 29 CFR 5.5.
- 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 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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

- * \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).
- Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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. 29 CFR 5.5.
- 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 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in

paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on longstanding interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Federalaid 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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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 of default. 2 CFR 180.325.
- 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 by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- 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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient 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. 2 CFR 180.330.

- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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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 CFR 180.335:.
- (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, 2 CFR 180.800;

- (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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 180.1020, 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 recipient or subrecipient 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 subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient 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).

- 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

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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: (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2

CFR 180.355;

- (b) is a corporation that has been convicted of a felony violation under any Federal law within the twoyear period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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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 Part 20, App. A.

- 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 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 \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 (b)(1) of this section to

both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime

Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.



ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.