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

Bid Proposal Checklist

	All Addenda are acknowledged
	Bid Package signed by authorized party
Ø	Signed Non-Collusion Declaration from Prime Contractor enclosed
	Original Bid Bond enclosed; or
	If submitting via ePro, the original Bid Bond is required to be mailed to Project and Facilities Management. Note: Bid Bond must be received by Project Management by time of bid
	Troto: Dia Bona matto recorda by 1 reject management by time of bia
	No modifications made to bid forms
	Envelope properly labeled
	Remember to <u>seal</u> the bid and deliver to:
	Project and Facilities Management Department County Government Center 385 North Arrowhead Avenue, Third Floor San Bernardino, California 92415-0184

<u>Please Note</u>: This checklist is only provided to assist the bidders. It is the bidder's sole responsibility to ensure that they are complying with the requirements included in the Bid Package in their entirety, even if they are not identified on this checklist.



BID DOCUMENTS

for

PROJECT NO. 10.10.1400

GLEN HELEN ISLAND TOWER BUILDING DEMO & AMENITY INSTALLATION PROJECT

SAN BERNARDINO, CALIFORNIA

SAN BERNARDINO COUNTY
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT
PROJECT MANAGEMENT
385 NORTH ARROWHEAD AVENUE,
THIRD FLOOR
SAN BERNARDINO, CA 92415-0184
https://pfm.sbcounty.gov/

May 2024

GLEN HELEN ISLAND TOWER BUILDING DEMO & AMENITY INSTALLATION PROJECT NO. 10.10.1400

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GLEN HELEN ISLAND TOWER BUILDING DEMO & AMENITY INSTALLATION SAN BERNARDINO, CALIFORNIA

Notice is hereby given that the Project and Facilities Management Department – Project Management on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 2:00 p.m. on July 09, 2024, in the office of the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, at which time they will be publicly opened and declared for the Glen Helen Island Tower Building Demo & Amenity Installation Project in San Bernardino, California.

Bids in response to this solicitation can be submitted through San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/epro/ or in person at the Project and Facilities Management Department – Project Management. All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.

A mandatory Pre-bid Meeting for prospective bidders will be conducted on May 27, 2024, at 2:00 p.m. at 2555 Glen Helen Parkway, San Bernardino, CA 92407. Bidders to meet at the project site on the tower island. Bids submitted by firms who have not participated in the Pre-bid Meeting will be disqualified.

State Contractor's Class B License is required. Construction estimate is \$1,642,225.

The Bid Documents, including final plans and specifications, are available at no cost to the bidder and may be obtained from the County's ePro Website at https://epro.sbcounty.gov/bso/view/login/login.xhtml.

No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.

Copies of the prevailing wage rates are on file at the Project and Facilities Management Department and shall be made available to any interested party on request. Copies are also included in the Bid Documents.

The County reserves the right to reject any or all bids, to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest.

For information regarding this project, contact Robert Burton, Project Manager, at (909) 832-0726. DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions are to be submitted to the Project Manager in writing via email at Robert.Burton@pfm.sbcounty.gov. The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than June 25, 2024 at 4:00 p.m. No RFIs will be accepted after RFI deadline.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino, California, May 07, 2024.

Don Day, Director Project and Facilities Management Department

Published in the Daily Sun on May 10, 2024

INSTRUCTIONS TO BIDDERS

<u>Proposals</u>: To receive consideration, bids shall be submitted on the enclosed Bid Proposal form and shall be made in accordance with the following instructions:

- A. Bids shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.
- C. The 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 are included in this Bid Package and must be complied with, as stated in Section 14 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department Project Management and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- Bidder is advised that this Project is funded with American Rescue Plan Act (ARPA) D. Funds, the requirements of the Davis-Bacon Act will apply to the Job Order and its requirements will be enforced. The Contractor and all subcontractors will be required to pay their laborers and mechanics employed under the Job Order, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Job Order amount exceeds \$2,000. The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under the Job Order. The Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. In addition, a weekly certified payroll is required during the term of construction under the Job Order. Payment of invoices may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly completed payment request submitted by the Contractor. The Federal prevailing wage in force as of this date is Mod No. 6 and is available upon request. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request. See ARPA Exhibit for additional requirements.

- The Federal prevailing wage in force as of this date is Mod #6 and is available upon request.
- E. A weekly certified payroll is required during the term of construction. Payment of contractor's invoice may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly completed payment request submitted by the contractor. The payment request shall not be deemed properly completed unless certified payrolls have been properly completed and submitted on a weekly basis, for each week worked during the time period covered by said payment request. Certified payrolls will be submitted via LCPtracker, which is a web-based system.
- F. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. 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 awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
- Bids shall be delivered to, or mailed postage prepaid to arrive at, the Project and G. Facilities Management Department - Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement for Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Procurement County Electronic https://epro.sbcounty.gov/epro/. All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified. System-related guestions about ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at 1-855-800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. NOTE: If sending the bid or bid bond to the Project and Facilities Management Department - Project Management in a mail envelope (i.e. Federal Express, etc.) please enclose the bid or bid bond inside the mail envelope in a separately sealed envelope bearing the title of the work, the name of the bidder, and marked "Bid Proposal or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Project and Facilities Management Department - Project Management. This can cause a

delay in the receipt of bids or bid bonds. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA, on or before the time set for opening of bids.

- H. Concurrently with the submittal of its bid, bidders are required to furnish bid security in the amount of ten percent (10%) of the BASE BID. If the bid is submitted to the Project and Facilities Management Department Project Management, the bid security shall be enclosed in the sealed and marked envelope along with the bid proposal. If the bid is submitted through San Bernardino County Electronic-Procurement network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.
- I. Bids will be opened at the time set for the opening of bids in the published Advertisement for Bids or as revised in an Addendum. All bids submitted to the Project and Facilities Management Department Project Management in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Project and Facilities Management Department Project Management for all bidders to view.
- J. DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions to be submitted to the Project Manager in writing via email at Robert.Burton@pfm.sbcounty.gov. The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than June 25, 2024, at 4:00p.m. No RFIs will be accepted after RFI deadline.
- K. Any Bidder submitting a Bid to the County for this Project may file a protest of the County's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:
 - i) The bid protest is in writing.
 - ii) The bid protest is submitted to and received by the Project and Facilities Management Department – Project Management, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA, 92415-0184 before 4:00 p.m. of the fifth

- business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
- iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

- L. State Contractor's Class B License is required to bid the project. If the bidder does **not** list a licensed subcontractor(s) under the Designation of Subcontractors section of the Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the bidder must possess the State specialty license for that trade: Mechanical (C-20); Electrical (C-10); and Plumbing (C-36).
- M. <u>Withdrawal of Bids:</u> Any bidder may withdraw his bid, personally, or by telegraphic or written request, at any time prior to the scheduled time for receipt of bids. If a bid is submitted through ePro, then the bid may also be withdrawn in ePro prior to the scheduled time for receipt of bids. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
- N. Opening of Bids: Bids will be conducted virtually via Microsft Teams. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in the Advertisement for Bids. The Call In Number, Access Code, and link information for this bid opening are below:

Join Teams Meeting:

Call In Number: +1 661-568-6806Phone conference ID: 962 911 188#

Meeting ID: 296 984 148 712

Passcode: FcNN9y

- Link:https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjJjZjNiYjctMDczMy00OTg1LWJIYjUtYzVmYmM5ZjYz MzEw%40thread.v2/0?context=%7b%22Tid%22%3a%2231399e53-6a93-49aa-8cae-c929f9d4a91d%22%2c%22Oid%22%3a%22219fe10b-8f1b-4201-9958-ea3951267e6e%22%7d
- O. <u>Pre-Bid Meetings:</u> Pre-Bid Mandatory Job-Walk Meeting Sign-in Lists from all pre-bid meetings will be uploaded to the Project and Facilities Management Department website within approximately three (3) business days from the date of the pre-bid meeting (https://pfm.sbcounty.gov/project-management/#pre-bidding-sign-in).
- P. <u>Bid Results:</u> The Bid Tabulation, outlining initial bid results will be uploaded to the Project and Facilities Management website within approximately three (3) business days from the date of the bid opening https://pfm.sbcounty.gov/project-management/#bid-results

BID PROPOSAL

PROJECT: Glen Helen Island Tower Building Demo & Amenity Installation

Project

LOCATION: 2555 Glen Helen Parkway, San Bernardino, CA 92407

OWNER: San Bernardino County

BID **OPENING**: July 09, 2024 at 2:00 p.m.

BIDDER:

San Bernardino County

Project and Facilities Management Department – Project Management 385 North Arrowhead Avenue, Third Floor San Bernardino, CA 92415-0184 https://pfm.sbcounty.gov/

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work which is the demolition of the existing Glen Helen tower island building, snack bar building, restroom building, and surrounding flatwork and landscape features, as well as the construction of a new themed playground as described in bid documents in San Bernardino, California, and fully understands the scope and meaning of the Bid Documents.

Contractor acknowledges that this project is funded with American Rescue Plan Act (ARPA) one-time funds and agrees to comply with all applicable requirements including but not limited to the payment of federal prevailing wages under the Davis-Bacon Act and other related Acts. Both State and Federal Wage Determinations will be enforced and when there is a conflict, the higher (most stringent) will be adhered to.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the drawings and specifications, and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

In case of discrepancy between the written bid set forth and the numerical bid set forth, the written bid shall prevail. In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

BASE BID

For the furnishing of the labor, materials, and equipment necessary to complete all work designated in the Plans and Specifications.

The LUMP SUM of		Dollars
	(\$)

The above-mentioned BASE BID includes applicable California state sales tax, bonds, insurance and all other costs required to perform all the work described in the project drawings and specifications.

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract if it is awarded.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check	t or surety bond in the amount of ten perc	ent
(10%) of the BASE BID, or, more specifically,		
Dollars (\$), made payable to San Bernard	lino
County. The undersigned agrees that in the	e event of the failure by the undersigned	d to
execute the necessary contract and furnish the	ne required contract bonds and insurance,	the
certified check or surety bond and the money	ey payable thereon shall be, and remain,	the
property of San Bernardino County. If the bi	oid is accompanied by a certified or cashi	er's
check, the check shall be deposited by the Pro	,	
 Project Management, and a County warrar 	ant for the full amount shall be issued to	the
undersigned approximately one month after C	Contract Award.	

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department — Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.

TIME OF COMPLETION

The undersigned agrees to complete the work within <u>365 calendar</u> days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of \$1200.00 per day for each calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the County reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid State Contractor's Class "B" license as a contractor in the State of California and that the license is the correct class of license for the work described in the project drawings and specifications. The undersigned also certifies that all subcontractor(s) listed under the Designation of Subcontractors section of the Bid Proposal are currently the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

<u>INSURANCE</u>

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations

under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County. All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award and shall be on County approved bond forms. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

VISITING THE SITES

The undersigned has visited the site and is familiar with the local conditions of the work site.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall set forth below the name, location of the place of business and the California contractor license number of each subcontractor who will perform work (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor.

If the undersigned fails to specify a subcontractor for any work to be performed under the contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors.

The undersigned certifies that all subcontractor(s) listed below are currently the holder of valid contractor's license(s) in the State of California and the license(s) is the correct class of license for the work to be performed by the subcontractor(s).

The undersigned certifies that it <u>and</u> all subcontractor(s) listed below have registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all bids submitted on or after March 1, 2015). The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (applicable for all contracts awarded on or after April 1, 2015). The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations:

As required by Labor Code 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."

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.

The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

CONTRACTOR NA	AME:			
Subcontractor	Portion of Work (Description of work to be performed)	Location of Business	CA Cont. Lic. No.	DIR Reg. No.
				V,
<u>ADDENDA</u>				
This bid includes	Addendum No	da	ated	
	Addendum No	da	ated	

Bidder must acknowledge all addendums above, regardless of any acknowledgement of addendums in ePro.

AFFIDAVIT

The undersigned has submitted with the bid proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors signed under penalty of perjury, and states that this is a genuine proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid, that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, proposal must be signed by an authorized officer of the corporation.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

Check One:	() Sole Proprietor() Partnership() Corporation() Other		
Name of Bio	dder:		
Address:			
		Phone:	

CITIAII.		
Contractor's License No.:	Primary Class:	
Expiration Date of Contractor's License		
Contractor's DIR Registration #		
I declare under penalty of perjury the above is t	rue and correct.	
Authorized Signature:	Title:	
y laure eg eg jacure.		
Print Name:	Date:	

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned	declares:	
I am the	of	, the party making
the foregoing bid.		
partnership, composite of collusive or so other bidder to proceed the colluded, conspired sham bid, or to indirectly, sought bid price of the lelement of the bid are true. The any breakdown the thereto, to any depository, or to	pany, association, organization ham. The bidder has not directly in a false or sham bid. The directly or agreed with refrain from bidding. The bidder or of any other bidder or of that of any other bidder has not, directly or indirectly or the corporation, partnership, co	on behalf of, any undisclosed person, or corporation. The bid is genuine and ctly or indirectly induced or solicited any the bidder has not directly or indirectly any bidder or anyone else to put in a der has not in any manner, directly or n, or conference with anyone to fix the , or to fix any overhead, profit, or cost r bidder. All statements contained in the lirectly, submitted his or her bid price or , or divulged information or data relative empany, association, organization, bid f, to effectuate a collusion or sham bid, r entity for such purpose.
partnership, joint other entity, here	venture, limited liability comp	ehalf of a bidder that is a corporation, bany, limited liability partnership, or any e has full power to execute, and does
	penalty of perjury under the lue and correct and that[date], at	laws of the State of California that the this declaration is executed on[city],
	[state].	
Signed:		
Title:		

NONCOLLUSION DECLARATION

TO BE EXECUTED BY EACH SUBCONTRACTOR

AND SUBMITTED PRIOR TO CONTRACT AWARD

The undersigned declares:	
am the of, the p	party
making the foregoing bid.	
The bid is not made in the interest of, or on behalf of, any undisclosed per partnership, company, association, organization or corporation. The bid is genuine not collusive or sham. The bidder has not directly or indirectly induced or solicited other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put sham bid, or to refrain from bidding. The bidder has not in any manner, direct indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or of any other bidder, or to fix any overhead, profit, or element of the bid price, or of that of any other bidder. All statements contained in bid are true. The bidder has not, directly or indirectly, submitted his or her bid price any breakdown thereof, or the contents thereof, or divulged information or data relative to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusion or sham and has not paid, and will not pay, any person or entity for such purpose.	and any rectly in a aly or the cost or the ce or ative
Any person executing this declaration on behalf of a bidder that is a corporary partnership, joint venture, limited liability company, limited liability partnership, or other entity, hereby represents that he or she has full power to execute, and execute, this declaration on behalf of the bidder.	any
I declare under penalty of perjury under the laws of the State of California that foregoing is true and correct and that this declaration is executed[date], at[state].	
Signed:	
Signed:	
Title:	

7	74
	SAN BERNARDINO
	COUNTY

Contract Number	
SAP Number	

Project and Facilities Management Department

Department Contract Representative	Don Day
Telephone Number	(909) 387-5000
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

I. CONTRACT DOCUMENTS

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids (Project No. [Insert Project #]), dated [Insert advertisement date].
- B. Bidder's Proposal, dated [Insert Bid Opening date].
- C. General Conditions for Job Order Contracts dated [Insert Date].
- D. Bid Documents entitled "[Insert contract category] Job Order Contractor".
- E. Technical Specifications dated [insert month and year]
- F. Construction Task Catalog dated [insert month and year]
- G. Job Order Contracting (JOC) System License and Fee Agreement
- H. Individual Job Orders.
- I. Appendix A
- J. Certified copy of the record of action of the Board of Supervisors, San Bernardino County, and meeting of [Insert Board date for contract award].

And they are included in their entirety as a part of this Contract by reference thereto. The Contract Documents are intended to be complementary. Work required by one of the above documents and not by others shall be performed as if required by all. Failure to comply with requirements of Contract Documents may result in disqualification under

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future Requests for Prequalification for the San Bernardino County Job Order Contract Program or award of a future San Bernardino County Job Order Contract.

II. CONTRACTOR RESPONSIBLITIES

- A. In consideration of the payments and agreements set forth in this document, Contractor shall, at Contractor's cost and expense, perform all the Work and furnish all the materials in accordance with the Contract Documents, except those stated in the specifications to be furnished by the County, necessary to construct and complete in a good and workmanlike manner, to the satisfaction of County, the entire Work for the project titled "[Insert Category] Job Order Contract".
- B. Contractor shall accept the Job Order Price Proposal, as identified in each individual Job Order, as full compensation for furnishing all materials and for performing all the Work contemplated and embraced in this Contract and each Detailed Scope of Work; also for all loss or damage arising out of the nature of the Work, 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; and also for all expenses incurred by or in consequence of the suspension or discontinuance of Work and for well and faithfully completing the Work in accordance with the Contract Documents.
- C. Contractor shall execute the Job Order Contracting (JOC) System License and Fee Agreement with The Gordian Group, Inc., dba The Mellon Group (Gordian) prior to the execution of this Contract with the County. Contractor shall comply with all terms of the JOC System License and Fee Agreement, including the payment of the license fee equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document issued to the Contractor by the County. In the event Contractor's JOC System License and Fee Agreement with Gordian is terminated, the County has the immediate right to terminate this Contract with Contractor, at County's sole discretion. In the event the County terminates the Contract under this provision, the County will owe Contractor only for work actually performed under an approved Job Order.

III. CONTRACTOR GENERAL RESPONSIBILITIES

A. Legality and Severability

The parties actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

C. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

D. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquires within two (2) business days or as otherwise required under Contract Documents. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

E. Change of Address

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Contractor shall notify the County, in writing, of any change in mailing address and/or physical location within ten (10) calendar days of the change, and shall immediately notify County of changes in telephone or fax numbers.

F. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by the Contractor either in whole or in part.

G. Contract Modifications

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and the County. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

H. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance requirements of this Contract.

I. Venue

The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino, California. The Parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

J. Licenses, Permits and Certifications

Contractor will ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and all municipal laws, ordinances, rules, and regulations, including California Department of Health Care Access and Information (HCAI), formerly, California Office of Statewide Health Planning and Development (OSHPD). The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit and/or certifications may result in immediate termination of this Contract.

K. Labor Laws

- The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the Work.
- 2. The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, Contractor will be required to secure the payment of compensation to Contractor's employees.
- 3. The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.
- 4. The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare

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and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee. The statement shall then be sent to the general contractor, who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

- 5. Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; alien labor; the eighthour day; overtime, Saturday, Sunday and holiday Work; retention and inspection of payroll records; workers compensation; and payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
- 6. In accordance with the Labor Code, prevailing wage rate determinations are provided for the Work to be done under this Contract. Updated wage rates will be made available to the Contractor, who shall pay not less than these rates. The Contractor can download updated wage rates at http://www.dir.ca.gov/dlsr/pwd/Southern.html.
- 7. When the State Labor Code minimum wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wage rates per each work classification will prevail.
- 8. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. 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 awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
- 9. By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code state in part: "For purposes of this paragraph 'construction' includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". Work being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.
- 10. Contractor agrees to comply with the American Disability Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

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- 11. Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.
- 12. During the term of the Contract, Contractor shall not willfully 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, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- 13. Contractor agrees to comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
 - a. 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).
 - b. 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.
 - c. This project is subject to compliance monitoring and enforcement by the DIR.
 - d. 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.
 - e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects (Job Orders) issued on or after April 1, 2015, and for all public works projects (Job Orders), new or ongoing, on or after January 1, 2016.
 - i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - ii. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
 - iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.
- 14. 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."

L. Work Paid for in Whole or Part Using Federal Funds

If Federal funds are used in whole or in part to pay for any individual Job Order the Contractor agrees to comply with the following requirements:

- 1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- 2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the minimum wage for the work classification as specified in both the Federal and State wage decisions. The

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higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all work under this contract. The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and Related Acts Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this Project.

- 3. Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seg.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 4. All other terms and conditions connected to the Federal Funds as detailed in individual Job Orders.

M. Work Paid for in Whole or Part Using American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF)

- 1. If ARPA CLFRF funds are used in whole or in part to pay for any individual Job Order, the Contractor agrees to comply with the requirements set forth in Appendix A to this Contract. To the extent that the requirements of Appendix A conflict with any other provision in this Contract, Appendix A shall prevail.
- 2. If ARPA CLFRF funds are used in whole or in part to pay for any individual Job Order, the County will be required to provide reporting regarding compliance with ARPA CLFRF requirements and will require Contractor's cooperation to meet this requirement. Contractor agrees to cooperate with County in meeting ARPA CLFRF reporting requirements and provide requested information within five (5) business days. Areas of reporting may be related to any requirement set forth in Appendix A to the Contract as well as general Job Order/project status.
- 3. Contractor's obligation to comply with the ARPA CLFRF requirements of this Contract, including but not limited to Appendix A, shall survive termination of this Contract and/or any Job Order issued under this Contract.

N. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

O. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

P. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contractor if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

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Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Q. Employment of Former County Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

R. Material Misrepresentations/Misrepresentation

If during the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

S. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to other requirements in this Contract. Unless otherwise directed by the County, Contractor may retain copies of such items.

T. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

U. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

V. Damage to County Property, Facilities, Buildings or Grounds

The Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs,

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by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

W. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees/subcontractors are determined by the County not to be in compliance with above.

X. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Y. Safety Orders

Contractor agrees to conform to safety orders of OSHA, CALOSHA and/or NIOSHA, and HCAI (formally known as OSHPD).

Z. Contractor Debarment

The Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System (www.epls.gov). Contractor agrees that signing this Contract shall constitute signature of this Certification.

AA.Iran Contracting Act Of 2010

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(Public Contract Code sections 2200 et seq.)
(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

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

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

BB. Bonds

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the potential Maximum Contract Value of the Contract, and a faithful performance bond in an amount equal to one hundred percent (100%) of the potential Maximum Contract Value of the Contract, said bonds to be secured from a surety company satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one (1) year. The bonds will meet all requirements as stated in the General Conditions.

CC. Indemnification

To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by County) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from and against any and all claims (including claims against the County seeking compensation for labor performed or materials used or furnished to be used in the work or alleged to have been furnished on the project, including all incidental or consequential damages resulting to the County from such claims), allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, demands, losses, costs, damages, judgments, liens, stop notices, penalties, anticipated losses of revenue and/or liability, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses) arising out of, resulting from, or in any way (either directly or indirectly) related to the contract, the work, the project or any breach of the Contract by Contractor (or any of its officers, agents, employees, subcontractors, or any person performing any of the work, or from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. The duty to defend shall apply whether or not a claim has merit or is meritless,

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or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any claim. The Contractor shall respond within thirty (30) calendar days to the tender of any claim for defense and/or indemnity by the County, unless the County agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured, and experienced legal counsel acceptable to the County Counsel.

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

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

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

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

CC.Insurance Requirements

[Remove Red Section when finalizing contract. Below are revisions to the insurance language which must be made depending on the amount of the contract:

a. For Construction contracts for projects of one million (\$1,000,000) and over and less than three million (\$3,000,000) require limits of not less than three million (\$3,000,000) in General Liability and Auto Liability coverage. — i.e. substitute \$3,000,000 for the \$1,000,000 limits above.

For Construction contracts for projects of three million (\$3,000,000) and over and less than five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in General Liability and Auto Liability coverage. — i.e. substitute \$5,000,000 for the \$1,000,000 limits above.

For Construction contracts for projects of five million (\$5,000,000) and over require limits of not less than ten million (\$10,000,000) in General Liability and Auto Liability. — i.e. substitute \$10,000,000 for the \$1,000,000 limits above.]

b. The following language must be included for contracts exceeding \$1,000,000: "Continuing Products/Completed Operations Liability Insurance — The Contractor will provide continuing products/completed operations liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000)."

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

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

1. Insurance Specifications:

a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a State-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

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

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

- b. <u>Commercial/General Liability Insurance</u> The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:
 - (a) Premises operations and mobile equipment.
 - (b) Products and completed operations.
 - (c) Broad form property damage (including completed operations).
 - (d) Explosion, collapse and underground hazards.
 - (e) Personal injury
 - (f) Contractual liability.
- c. <u>Automobile Liability Insurance</u> Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.

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

- d. <u>Continued Products/Completed Operations Liability Insurance</u> with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following Substantial Completion of the work on projects over one million (\$1,000,000).
- e. <u>Subcontractor Insurance Requirements The Contractor agrees to require all parties or Subcontractor, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Section III, Paragraph CC and the insurance specifications for all contracts in Section III, Paragraph CC (including waiver of subrogation</u>

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- rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.
- f. <u>Course of Construction/Installation (Builder's Risk)</u> property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty
- g. <u>Umbrella Liability Insurance</u> An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- h. <u>Environmental Contracts</u> In addition to the Basic Requirements/Specifications for all Contracts, any Job Order that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:
 - Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions:
 - ii. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
- 2. Additional Insured All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3. <u>Waiver of Subrogation Rights</u> The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractor. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- 4. <u>Policies Primary and Non-Contributory</u> All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 5. <u>Severability of Interests</u> The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- 6. <u>Proof of Coverage</u> The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of

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performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) Days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) Days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

- 7. <u>Acceptability of Insurance Carrier</u> Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- 8. <u>Deductibles and Self-Insured Retention</u> Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 9. <u>Failure to Procure Coverage</u> In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
- 10. <u>Insurance Review</u> Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

IV. COUNTY RESPONSIBILITIES

- A. County employs Contractor to provide the materials and to do the Work according to the terms and conditions referred to in this document for the amount identified in each individual Job Order, payable in the manner and upon the conditions set forth in this document.
- B. The County will not be responsible for Contractor's supplies, equipment, material, or personal belongings that may be damaged, lost, or stolen.

V. FISCAL PROVISIONS

A. The contract is a competitively bid, firm fixed priced indefinite quantity contract. It includes an ongoing series of individual Projects, detailed repair and construction tasks and specifications, at different locations throughout the County. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of buildings, structures, or other real property. Ordering is accomplished by the issuance of a Job Order against the Contract. There is no

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Minimum Contract Value. Contractor acknowledges that there is no minimum value for individual Job Orders issued under this Contract. The potential Maximum Contract Value is \$X,XXX,XXX. The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Job Order issued against this Unit Price Contract using the [Insert Category] Construction Task Catalog® (CTC) and Technical Specifications incorporated herein using the following adjustment factors:

Zone 1, Adjustment Factor 1: Contractor shall perform any and all functions called for in the Contract during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

Zone 1, Adjustment Factor 2: Contractor shall perform any and all functions called for in the Contract during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

Zone 1, Adjustment Factor 3: Contractor shall perform any or all functions called for in the Contract and will be required to respond within 24 Hours, upon notification; during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

Zone 1, Adjustment Factor 4: Contractor shall perform any or all functions called for in the Contract for Restricted Area Projects, such as Sheriff's Stations, Jails, Hospitals, and California Department of Health Care Access and Information (HCAI), formerly, California Office of Statewide Health Planning and Development (OSHPD) Facilities, during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

Zone 2, Adjustment Factor 5: Contractor shall perform any or all functions called for in the Contract during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

Zone 2, Adjustment Factor 6: Contractor shall perform any or all functions called for in the Contract during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday,

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Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX Utilize four decimal places

Zone 2, Adjustment Factor 7: Contractor shall perform any or all functions called for in the Contract and will be required to respond within 24 Hours, upon notification; during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

Zone 2, Adjustment Factor 8: Contractor shall perform any or all functions called for in the Contract for Restricted Area Projects, such as Sheriff's Stations, Jails, Hospitals, and California Department of Health Care Access and Information (HCAI), formerly, California Office of Statewide Health Planning and Development (OSHPD) Facilities, during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX Utilize four decimal places

- B. Contractor will provide invoices as detailed in the General Conditions. All invoices shall have attached a Job Order that has been signed by the site Building Maintenance Supervisor, or his designee, to verify that the work has been done. Invoices received without the proper Job Order attached will not be paid.
- C. Payments will be as described in the General Conditions and shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of each Job Order at time of completion of each Job Order. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment, if undisputed, is to be made sixty (60) days subsequent to filing of Notice of Completion or Final Acceptance of the Work by County.
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

VI. RIGHT TO MONITOR AND AUDIT

A. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor

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shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this contract or otherwise.

B. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective as of Month Day Year and expires Month Day Year but may be terminated earlier in accordance with provisions of this Contract. Contractor shall complete Work within the time specified in the individual Job Orders. Projects initiated prior to the expiration of the Contract period, via the issuance of a Job Order and Notice to Proceed, will be completed with all provisions of this Contract still in force, regardless of the expiration of the Contract period.

IX. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: [Contractor Name]

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[Contractor Address]

County: Director

Project and Facilities Management Department 385 North Arrowhead Avenue, Third Floor

San Bernardino, CA 92415-0184

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- F. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws.
- G. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
- H. Time is of the essence in performance of this Contract and of each of its provisions.
- I. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- J. Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
- K. All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

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L. The Director of the Project and Facilities Management Department shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Work by Contractor. The San Bernardino County Board of Supervisors must approve all amendments to this Contract.

X. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

XI. CONCLUSION

The contract is delivered by Contractor to County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

SAN BERNARDINO COUNTY			
		(Print or type nam	ne of corporation, company, contractor, etc.)
•		By ►	
Curt Hagman, Board of Supervisors			uthorized signature - sign in blue ink)
Dated:		Name	
SIGNED AND CERTIFIED THAT A C	OPY OF THIS		int or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED CHAIRMAN OF THE BOARD	O TO THE	Title	
Lynna Monell Clerk of the Board San Bernardino C			(Print or Type)
Ву		Dated:	
Deputy		Address	
Approved as to Legal Form	Reviewed for Contract	t Compliance	Reviewed/Approved by Department
>			•
Katherine Hardy, Deputy County Counsel			Don Day, Director
Date	Date		Date

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CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

	This is to certify that
1	hereinafter "the undersigned", declares to San Bernardino County hereinafter "the County", under oath, that it has paid in full for all materials, supplies, labor, services, tools, equipment and all other bills contracted for by the undersigned or by any of the undersigned's agents, employees or subcontractors used in or contributing to the execution of its contract with the County with regard to the building, erection, construction, or repair of that certain work of improvement known as:
	situated in the City / Community of
	The undersigned declares that it knows of no unpaid debts or claims arising out of said Contract which would constitute grounds for any third party to claim a stop notice of any unpaid sums owing to the undersigned.
	Further, for valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby fully release and acquit the County and all its agents and employees of the County, and each of them, from any and all claims, debts, demands, or causes of action which exist or might exist in favor of the undersigned by reason of the Contract executed between the undersigned and the County or which relate in any way to the work performed by the undersigned with regard to the above-referenced construction project.
	Further, the undersigned expressly acknowledges its awareness of and waives the benefits of paragraph 1542 of the Civil Code of the State of California which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
	This release is intended to be a full and general release of any and all claims which the undersigned now has or may, in the future, have against the County and/or its agents and employees with regard to any matter arising from the construction of the above-referenced project of the contract between the County and the Contractor with respect thereto whether such claims are now known or unknown, or are suspected or unsuspected.
N	Dated: By:
	Title:
	Name of Entity:

CONTRAC	T BOND			В	OND NUM	BER .			
PUBLIC WO	ORK			Е	FFECTIVI	E DAT	E		
		PE	ERFORMA	NCE BO	ND				
	KNOW AL	L PERSON	IS BY THE	SE PRE	SENTS:	Th	at we) ,	
			(Name of I	Principal)			, as Princi	inal
and			(Principal's	Address	3)				ipai
			(Name of	Surety)				•	
			(Surety's	Address)					
a corporation	on organi <mark>ze</mark>	d and exis	ting under	the laws	of the St	ate of			
and authorize	zed to trans								
and firmly	y bound	unto S	an Bern	ardino	County Dollars		the	amount	0
lawful mone we hereby l jointly and s	bind ourselv	es, our hei	rs, executo	rs, admii	h amount v	well ar			

Project Name:

Project #:

The work to be performed by Principal is more particularly set forth in the Contract documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

(the "Contract") with San Bernardino County to do and perform the following work:

WHEREAS, the Principal has entered into a contract dated

WHEREAS the Contract Documents require Principal to perform the terms and conditions thereof, and to furnish a bond for the faithful performance of said Contract Documents.

NOW THEREFORE, the condition of this obligation is such that if the Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on his, her or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall faithfully fulfill all obligations during the term of the Contract, and during the period of a general guarantee of all work executed under the Contract for a period expiring twelve (12) months after the date of acceptance of such work by San Bernardino County, and

during the life of all guarantees provided for under the Contract that extend for a period longer than said twelve (12) month period; and shall indemnify, defend and hold harmless San Bernardino County and its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligations secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by San Bernardino County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good during the time periods stated herein above, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect San Bernardino County from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit San Bernardino County's rights or the Principal or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by San Bernardino County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at San Bernardino County's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and San Bernardino County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by San Bernardino County under the Contract and any modification thereto, less any amount previously paid by San Bernardino County to the Principal and any other set offs pursuant to the Contract Documents.
- (3) Permit San Bernardino County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract Sum, including other costs and damages for which Surety may be liable. The term "balance of the Contract Sum" as used in this paragraph shall mean the total amount payable to Principal by San Bernardino County under the Contract and any modification thereto, less any amount previously paid by San Bernardino County to the Principal and

any other set offs pursuant to the Contract Documents.

Surety expressly agrees that San Bernardino County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Project if San Bernardino County notifies Surety of San Bernardino County's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed day of ______, 20___, by its undersigned this representative(s) pursuant to authority of its governing body. Principal (Have Signature(s) Notarized) Name: (Seal) By: Title: Address: Phone Suretv (Have Signature(s) Notarized and Attach Power of Attorney) Name: (Seal) By: _____ Title: Address: Phone

CONT	RACT	BOND

BOND NUMBER _	
EFFECTIVE DATI	E

PUBLIC WORK

PAYMENT BOND (LABOR AND MATERIALS)

	KNOW ALL PERSONS BY THESE PRESENTS: That we	,
	(Name of Principal)	
and	(Principal's Address)	as Principal
unu _	(Name of Surety)	
	(Surety's Address) poration organized and existing under the laws of the State of uthorized to transact surety business in the State of California, as Su firmly bound unto San Bernardino County in the Dollars (\$, rety, are held amount of)
be ma	money of the United States of America, for the payment whereof, we ade, we hereby bind ourselves, our heirs, executors, administrators, suns, jointly and severally, firmly by these presents.	
	REAS the Principal has entered into a contract dated Contract") with San Bernardino County to do and perform the followin	, 20, g work:
Proje	ct Name:	
Proje	ct #:	

The work to be performed by Principal is more particularly set forth in the Contract Documents for the Project (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference.

WHEREAS, the Contract Documents require Principal, before entering upon the performance of the work, to file a good and sufficient Payment Bond with San Bernardino County to secure the claims to which reference is made in Division 4, Part 6, Title 3, sections 9000 et seq. of the California Civil Code.

NOW THEREFORE, the condition of this obligation is such that if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns or subcontractors shall fail to pay any of the persons named in California Civil Code section 9100, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the

wages of employees of the Principal and subcontractors pursuant to section 13020 of the California Unemployment Insurance Code with respect to the work and labor, that Surety will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in California Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed or to the Contract Documents thereunder.

This bond is deemed to have been entered into at San Bernardino, California.

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed _, 20__, by its undersigned representative(s) of this day pursuant to authority of its governing body Principal (Have Signature(s) Notarized) Name: (Seal) By: Title: Address: Phone_ Surety (Have Signature(s) Notarized and Attach Power of Attorney) Name:____ (Seal) By: _____ Title: Address:

Phone

General Prevailing Wage Determinations:

2024-1 Journeyman Determinations

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

The effective date of each determination is ten (10) days after the issue date. (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).

For the most up-to-date wage determinations, visit http://www.dir.ca.gov/oprl/PWD/index.htm. Check the lmportant. Notices to see if any corrections, interims, or modifications have been issued that may apply to your determination.

CRAFT	LOCATION (Click for we	bsite) (pg)
Asbestos and Lead Abatement (Laborer) (e)	Southern California	(18D)
Asbestos Worker, Heat and Frost Insulator (d)	Southern California	(3)
Boilermaker (for Pipelines) (e)	Southern California	
Boilermaker-Blacksmith	Statewide	(1)
Brick Tender	County Subtrade	
Brick Tender: Forklift Operator	County Subtrade	
Bricklayer, Stonemason, Marble Mason, Cement Blocklayer, Pointer, Caulker, Cleaner	County Subtrade	
Bricklayer: Mason Finisher	County Subtrade	
Building/Construction Inspector and Field Soils and Material Tester +	Southern California	(10E)
Carpenter	Southern California	(4)
Carpet, Linoleum, Resilient Tile Layer	County Subtrade	
Carpet, Linoleum, Resilient Tile Layer – Second Shift	County Subtrade Shift	t Diff
Carpet, Linoleum: Material Handler – After 6 Months	County Subtrade	
Carpet, Linoleum: Material Handler – After 6 Months – Second Shift	County Subtrade Shift	t Diff
Carpet, Linoleum: Material Handler – First 6 Months	County Subtrade	
Carpet, Linoleum: Material Handler – First 6 Months – Second Shift	County Subtrade Shift	t Diff
Cement Mason	Southern California	(20)
Cranes, Pile Driver and Hoisting Equipment (Operating Engineer) +	Southern California (1	10A-10B)
Dredger (Operating Engineer) (e)	Southern California	(10)
Driver (On/Off-Hauling To/From Construction Site)	Statewide	(2K-2L)
Drywall Finisher	County Subtrade	
Drywall Installer (Carpenter)	Southern California	(5)
Electrical Utility Lineman (a)	Statewide	(2A)
Electrical Utility Lineman (b)	Statewide	(21)
Electrical Utility Lineman (c)	Statewide	(2A-1)
Electrician: Cable Splicer – Zone A – Second Shift	County Subtrade Shift	t Diff

⁺ Includes shift pay determinations.

b. Includes Del Norte, Modoc and Siskiyou Counties.

- c. Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura.
- d. Includes San Diego County; excludes Mono County.
- e. Includes San Diego County.

Updated March 27, 2024 Page 1

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

a. State of California, except Del Norte, Imperial, Inyo, Kern, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare and Ventura.

General Prevailing Wage Determinations:

2024-1 Journeyman Determinations

CRAFT	LOCATION (Click for wel	bsite) (pg)
Electrician: Cable Splicer – Zone A – Third Shift	County Subtrade Shift	
Electrician: Comm & System Installer	County Subtrade	
Electrician: Comm & System Installer – Second Shift	County Subtrade Shift	t Diff
Electrician: Comm & System Installer – Third Shift	County Subtrade Shift	
Electrician: Comm & System Tech	County Subtrade	
Electrician: Comm & System Tech – Second Shift	County Subtrade Shift	t Diff
Electrician: Comm & System Tech – Third Shift	County Subtrade Shift	t Diff
Electrician: Inside Wireman – Zone A	County Subtrade	
Electrician: Inside Wireman - Zone A - Second Shift	County Subtrade Shift	t Diff
Electrician: Tunnel Wireman – Zone A	County Subtrade	
Electrician: Tunnel Wireman – Zone A – Third Shift	County Subtrade Shift	t Diff
Elevator Constructor (e)	Southern California	(6)
Fence Builder (Carpenter) (e)	Southern California	(3A)
Field Surveyor: Chainman/Rodman	County Subtrade	
Field Surveyor: Chief of Party	County Subtrade	
Field Surveyor: Instrumentman	County Subtrade	
Fire Safety and Miscellaneous Sealing (e) +	Southern California	(11C)
Glazier	County Subtrade	
Gunite Worker (Laborer) (e)	Southern California	(16)
Horizontal Directional Drilling (Laborer)(e)	Southern California	(21-D)
Housemover (Laborer)	Southern California	(17)
Iron Worker	Statewide	(2)
Laborer	Southern California	(13)
Landfill Worker (Operating Engineer) (e)	Southern California	(10F)
Landscape Irrigation Laborer	Southern California	(18A)
Landscape Maintenance Laborer	Southern California	(18C)
Landscape Operating Engineer	Southern California	(10C)
Light Fixture Maintenance	Southern California	(11B)
Light Fixture Maintenance (e)	Southern California	(11A)
Marble Finisher	County Subtrade	
Metal Roofing	Statewide	(2J)
Modular Furniture Installer (Carpenter)	Southern California	(4A)
Operating Engineer +	Southern California	(7)
Painter: Industrial Painter	County Subtrade	
Painter: Industrial Repaint Painter	County Subtrade	
Painter: Lead Abatement	County Subtrade	

⁺ Includes shift pay determinations.

b. Includes Del Norte, Modoc and Siskiyou Counties.

- c. Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura.
- d. Includes San Diego County; excludes Mono County.
- e. Includes San Diego County.

Updated March 27, 2024 Page 2

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

a. State of California, except Del Norte, Imperial, Inyo, Kern, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare and Ventura.

General Prevailing Wage Determinations:

2024-1 Journeyman Determinations

CRAFT	LOCATION (Click for w	ebsite) (pg)
Painter: Repaint Painter, Lead Abatement	County Subtrade	
Parking and Highway Improvement (Striping, slurry & seal coat operations-Laborer) (e)	Southern California	(18E)
Plaster Tender	County Subtrade	
Plaster Tender: Plaster Clean-Up Laborer	County Subtrade	
Plasterer	County Subtrade	
Plumber: Fire Sprinkler Fitter	County Subtrade	
Plumber: Fire Sprinkler Fitter – Second Shift	County Subtrade Shi	ft Diff
Plumber: Industrial and General Pipefitter	County Subtrade	
Plumber: Industrial and General Pipefitter – Second Shift	County Subtrade Shi	ft Diff
Plumber: Landscape/Irrigation Fitter	County Subtrade	
Plumber: Landscape/Irrigation Fitter – Second Shift	County Subtrade Shi	ft Diff
Plumber: Landscape/Irrigation Tradesman	County Subtrade	
Plumber: Landscape/Irrigation Tradesman – Second Shift	County Subtrade Shi	ft Diff
Plumber: Service & Repair	County Subtrade	
Plumber: Service & Repair – Second Shift	County Subtrade Shi	ft Diff
Plumber: Sewer and Storm Drain Pipe Tradesman	County Subtrade	
Plumber: Sewer and Storm Drain Pipe Tradesman – Second Shift	County Subtrade Shi	ft Diff
Plumber: Sewer and Storm Drain Pipelayer	County Subtrade	
Plumber: Sewer and Storm Drain Pipelayer – Second Shift	County Subtrade Shi	ft Diff
Roofer	County Subtrade	
Roofer: Pitch Work	County Subtrade	
Roofer: Preparer	County Subtrade	
Sheet Metal Worker	County Subtrade	
Stator Rewinder	Statewide	(2H)
County Subtrade Electrician: Cable Splicer – Zone A	County Subtrade	
Teamster +	Southern California	(21)
Telecommunications Technician	Statewide	(2B-2B2)
Telephone Installation Worker	Statewide	(2B3)
Terrazzo Worker	County Subtrade	
Tile Finisher	County Subtrade	
Tile Layer	County Subtrade	
Tree Trimmer	Statewide	(2D-2F)
Tunnel (Operating Engineer) +	Southern California	(10D)
Tunnel Worker (Laborer)	Southern California	(15)

b. Includes Del Norte, Modoc and Siskiyou Counties.

- c. Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura.
- d. Includes San Diego County; excludes Mono County.
- e. Includes San Diego County.

Updated March 27, 2024 Page 3

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

a. State of California, except Del Norte, Imperial, Inyo, Kern, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare and Ventura.

Craft: Boilermaker-Blacksmith #

Determination:

C-14-X-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.

Localities:

All localities within the State of California

Wages and Employer Payments:

	Basic	Health	Pensiona	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Boilermaker-Blacksmith	\$46.03	\$8.57	\$18.44°	\$7.90°	\$3.90	\$0.74	8.0	\$85.58	\$121.765 ^d	\$121.765 ^d	\$157.95
(Area 1) ^b	φ40.03	φ0.57	φ10.44	φ1.90	φ3.50	φ0.74	0.0	φ05.50	φ121.703	φ121.703	φ137.93
Boilermaker-Blacksmith	\$49.62	\$8.57	\$22.30°	\$6.00°	\$4.40	\$0.74	8.0	\$91.63	\$130.59 ^d	\$130.59 ^d	\$169.55
(Area 2) ^b	ψ49.02	ψ0.57	ΨΖΖ.30	ψ0.00	Ψ4.40	\$0.7 4	0.0	ψ31.03	ψ100.09	Ψ130.39	Ψ109.55
Boilermaker-Blacksmith	\$45.60	\$8.57	\$20.52 ^c	\$5.50°	\$4.40	\$0.74	8.0	\$85.33	\$121.14 ^d	\$121.14 ^d	\$156.95
(Area 3) ^b	ψ+3.00	ψ0.57	Ψ20.02	ψ5.50	Ψ+.+0	ψυ./ 4	0.0	Ψ03.33	Ψ121.14	Ψ121.14	ψ100.90

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Determination: C-14-X-2-2024-1

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Determination:

C-14-X-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.

Localities:

All localities within the State of California

Wages and Employer Payments:

Tragos ana Employor i ayint	,,,,,										
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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Boilermaker-Blacksmith Helper ^e (Area 1) ^b	\$25.32	f	\$0.73°	\$0.00	\$3.90	\$0.74	8.0	\$30.69	\$43.715 ^d	\$43.715 ^d	\$56.74
Boilermaker-Blacksmith Helper ^e (Area 2) ^b	\$27.29	f	\$0.73°	\$0.00	\$4.40	\$0.74	8.0	\$33.16	\$47.17 ^d	\$47.17 ^d	\$61.18
Boilermaker-Blacksmith Helper ^e (Area 3) ^b	\$25.08	f	\$0.73°	\$0.00	\$4.40	\$0.74	8.0	\$30.95	\$43.855 ^d	\$43.855 ^d	\$56.76

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>

Determination: C-14-X-2-2024-1

Page 3 of 3

Wage Determinations 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.

^a Includes amount for Annuity Trust Fund.

b Area 1: Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura Counties.

Area 2: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties.

Area 3: All other remaining counties.

- ^c Contribution is factored at the applicable overtime multiplier for each overtime hour worked.
- d Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate.
- One Helper shall be employed on each job of 5 to 10 employees.
- ^f Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

[#] 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).

Craft: Iron Worker #

Determination:

C-20-X-1-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

December 31, 2024* 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:

Area 1: San Francisco County.

Area 2: Alameda, Contra Costa, San Mateo and Santa Clara County

Area 3: City of Los Angeles and the following cities/localities within Los Angeles County: Baldwin Hills, Beverly Hills, Burbank, Culver City, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lennox, Lomita, Manhattan Beach, Marina Del Rey, Rancho Palos Verdes, Redondo Beach, Rolling Hills Estates, San Fernando, Santa Monica, Torrance, Universal City, West Hollywood, Westwood Veterans Affairs.

Area 4: Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Los Angeles (portions not covered in Area 3), Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo and Yuba Counties

Area 5: Alpine, Del Norte, Inyo, Lassen, Modoc, Mono, Siskiyou and Trinity 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		Holidaya				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Hourly
									(1 ½ X) ^b	(1 ½ X) ^b	Rate
											(2 X)
Iron Worker (Ornamental,	\$52.58	\$12.20	\$9.32	\$6.10	\$0.72	\$7.065	8.0	\$87.985	\$114.275	\$114.275	\$140.565
Reinforcing, Structural)											
(Area 1)								Ì			

Determination: C-20-X-1-2024-1

Page 2 of 2

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^b	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Iron Worker (Ornamental, Reinforcing, Structural) (Area 2)	\$52.08	\$12.20	\$9.32	\$6.10	\$0.72	\$7.065	8.0	\$87.485	\$113.525	\$113.525	\$139.565
Iron Worker (Ornamental, Reinforcing, Structural) (Area 3)	\$49.58	\$12.20	\$9.32	\$6.10	\$0.72	\$7.065	8.0	\$84.985	\$109.775	\$109.775	\$134.565
Iron Worker (Ornamental, Reinforcing, Structural) (Area 4)	\$47.45	\$12.20	\$9.32	\$6.10	\$0.72	\$7.065	8.0	\$82.855	\$106.580	\$106.580	\$130.305
Iron Worker (Ornamental, Reinforcing, Structural) (Area 5)	\$41.00	\$12.20	\$9.32	\$5.40	\$0.72	\$7.065	8.0	\$75.705	\$96.205	\$96.205	\$116.705
Fence Erector (All Areas)	\$42.53	\$10.03	\$5.99	\$4.72	\$0.51	\$ 5.185	8.0	\$68.965	\$90.230	\$90.230	\$111.495

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:

[#] 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 supplemental dues

b Rate applies to the first 2 daily overtime hours and the first 8 hours on Saturday. All other overtime is at the Sunday/Holiday rate.

Craft: Electrical Utility Lineman #

Determination:

C-61-X-3-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

May 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 the State of California, except Del Norte, Modoc, and Siskiyou Counties. (For Del Norte, Modoc, and Siskiyou - see determination C-61-X-8)

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate
Lineman, Cable Splicer #	\$67.30	\$8.35	\$12.71 ^a	\$0.67 ^b	\$0.74°	8.0	\$91.79	\$162.52	\$162.52	\$162.52
Powderman	\$57.86	\$8.35	\$11.47 ^a	\$0.58 ^b	\$0.63°	8.0	\$80.63	\$141.43	\$141.43	\$141.43
Groundman	\$39.57	\$8.35	\$11.43 ^a	\$0.40 ^b	\$0.44°	8.0	\$61.38	\$102.96	\$102.96	\$102.96

Determinations: C-61-X-3-2024-1 and C-61-X-4-2024-1

Page 2 of 4

Determination:

C-61-X-4-2024-1

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) 703-4774

Localities:

All localities within the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou – see determination C-61-X-8. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties – see determination C-61-X-5)

Wages and Employer Payments:

wages and Employer	Payments:								
	Basic	Health	Pension	Vacation	Hours	Total	Daily Overtime	Saturday	Sunday/
	Hourly	and		and		Hourly	Hourly Rate	Overtime	Holiday Overtime
	Rate	Welfare		Holiday		Rate	(1 ½ X)	Hourly Rate	Hourly Rate
								(1 ½ X)	(1 ½ X)
Classification								, ,	, ,
(Journeyperson)									
, , ,									
Pole Restoration	405.07	47.7 Ed	Φ0.503	Φ4. 5 4	0.0	040.74	007.40	007.400	007.40
Journeyman	\$35.87	\$7.75 ^d	\$2.50 ^a	\$1.51	8.0	\$48.71	\$67.18	\$67.18 ^e	\$67.18
After 1 year	\$35.87	\$7.75 ^d	\$2.50a	\$2.20	8.0	\$49.40	\$67.87	\$67.87 ^e	\$67.87
, , , , , , , , , , , , , , , , , , ,	Ψ00.07		Ψ2.00	Ψ2.20	0.0	Ψ+3.+0			ψ07.01
After 3 years	\$35.87	\$7.75 ^d	\$2.50 ^a	\$2.89	8.0	\$50.09	\$68.56	\$68.56 ^e	\$68.56
After 6 years	\$35.87	\$7.75 ^d	\$2.50a	\$3.58	8.0	\$50.78	\$69.25	\$69.25 ^e	\$69.25
Senior Technician ^f	-	·							·
Serilor recrimician	\$23.15	\$7.75 ^d	\$2.10 ^a	\$0.98	8.0	\$34.67	\$46.60	\$46.60e	\$46.60
After 1 year	\$23.15	\$7.75 ^d	\$2.10 ^a	\$1.43	8.0	\$35.12	\$47.05	\$47.05 ^e	\$47.05
After 3 years	¢22.4F	\$7.75 ^d	ድጋ 10 8	¢1 07	0 0	¢25.56	¢47.40	¢47.40e	¢47.40
, 5 y z z i 6	\$23.15	φ1./5	\$2.10 ^a	\$1.87	8.0	\$35.56	\$47.49	\$47.49 ^e	\$47.49

Determinations: C-61-X-3-2024-1 and C-61-X-4-2024-1

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<u>Classification</u> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (1 ½ X)
After 6 years	\$23.15	\$7.75 ^d	\$2.10 ^a	\$2.32	8.0	\$36.01	\$47.94	\$47.94 ^e	\$47.94
Pole Treatment Journeyman	\$32.05	\$7.75 ^d	\$2.50 ^a	\$1.36	8.0	\$44.62	\$61.13	\$61.13 ^e	\$61.13
After 1 year	\$32.05	\$7.75 ^d	\$2.50a	\$1.97	8,0	\$45.24	\$61.75	\$61.75 ^e	\$61.75
After 3 years	\$32.05	\$7.75 ^d	\$2.50a	\$2.59	8.0	\$45.85	\$62.36	\$62.36 ^e	\$62.36
After 6 years	\$32.05	\$7.75 ^d	\$2.50a	\$3.21	8.0	\$46.47	\$62.98	\$62.98 ^e	\$62.98
Pole Restoration and Treatment ^f Technician	\$20.82	\$7.75 ^d	\$1.60ª	\$0.88	8.0	\$31.67	\$42.40	\$42.40°	\$42.40
After 1 year	\$20.82	\$7.75 ^d	\$1.60 ^a	\$1.28	8.0	\$32.07	\$42.80	\$42.80 ^e	\$42.80
After 3 years	\$20.82	\$7.75 ^d	\$1.60 ^a	\$1.68	8.0	\$32.47	\$43.20	\$43.20 ^e	\$43.20
After 6 years	\$20.82	\$7.75 ^d	\$1.60 ^a	\$2.08	8.0	\$32.87	\$43.60	\$43.60 ^e	\$43.60

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:

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

^a In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National

Employees Benefit Board

^b This amount is factored at the applicable overtime rate.

^c Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime rate. ^d Includes an amount for Health Reimbursements Accounts.

e Saturdays may be scheduled as a make-up day at the regular straight time rate.

The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician

Craft: Electrical Utility Lineman

Determination:

C-61-X-5-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

December 31, 2023* 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.

Localities:

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

Wages and Employer Payments:

wages and Employer Payments:									
	Basic	Health	Pension	Vacation	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and 📗		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfared		Holiday		Rate	Hourly Rate	Hourly Rate	Overtime
(Journeyperson)							(1 ½ X)	(1 ½ X)	Hourly
,									Rate
									(1 ½ X)
Pole Restoration Journeyman	\$34.74	\$7.50	\$2.00 ^a	\$0.00	8.0	\$45.28	\$63.17	\$63.17 ^b	\$63.17
After 6 months	\$34.74	\$7.50	\$2.00 ^a	\$1.77	8.0	\$47.05	\$64.94	\$64.94 ^b	\$64.94
After 3 years	\$34.74	\$7.50	\$2.00 ^a	\$2.63	8.0	\$47.91	\$65.80	\$65.80 ^b	\$65.80
After 6 years	\$34.74	\$7.50	\$2.00 ^a	\$3.10	8.0	\$48.38	\$66.27	\$66.27 ^b	\$66.27
After 10 years	\$34.74	\$7.50	\$2.00 ^a	\$3.50	8.0	\$48.78	\$66 .67	\$66.67 ^b	\$66.67
Senior Technician ^c	\$22.42	\$7.50	\$1.60 ^a	\$0.00	8.0	\$32.19	\$43.74	\$43.74 ^b	\$43.74
After 6 months	\$22.42	\$7.50	\$1.60 ^a	\$1.14	8.0	\$33.33	\$44.88	\$44.88 ^b	\$44.88
After 3 years	\$22.42	\$7.50	\$1.60 ^a	\$1.70	8.0	\$33.89	\$45.43	\$45.43 ^b	\$45.43
After 6 years	\$22.42	\$7.50	\$1.60 ^a	\$2.00	8.0	\$34.19	\$45.73	\$45.73 ^b	\$45.73
After 10 years	\$22.42	\$7.50	\$1.60 ^a	\$2.26	8.0	\$34.45	\$45.99	\$45.99 ^b	\$45.99
Pole Treatment Journeyman	\$31.04	\$7.50	\$2.00 ^a	\$0.00	8.0	\$41.47	\$57.46	\$ 57 .46 ^b	\$57.46
After 6 months	\$31.04	\$7.50	\$2.00 ^a	\$1.58	8.0	\$43.05	\$59.04	\$59.04 ^b	\$59.04
After 3 years	\$31.04	\$7.50	\$2.00 ^a	\$2.35	8.0	\$43.82	\$59.81	\$59.81 ^b	\$59.81
After 6 years	\$31.04	\$7.50	\$2.00 ^a	\$2.77	8.0	\$44.24	\$60.22	\$60.22 ^b	\$60.22
After 10 years	\$31.04	\$7.50	\$2.00 ^a	\$3.13	8.0	\$44.60	\$60.58	\$60.58 ^b	\$60.58

Determination: C-61-X-5-2023-1

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	Basic	Health	Pension	Vacation	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare ^d		Holiday		Rate	Hourly Rate	Hourly Rate	Overtime
(Journeyperson)							(1 ½ X)	(1 ½ X)	Hourly
, ,,									Rate
									(1 ½ X)
Pole Restoration and Treatment									
Technician (First 6 months)	\$19.16	\$7.50	\$1.10 ^a	\$0.00	8.0	\$28.33	\$38.20	\$38.20 ^b	\$38.20
Pole Restoration and Treatment ^c									
Technician (After 6 months)	\$19.16	\$7.50	\$1.10 ^a	\$0.98	8.0	\$29.31	\$39.17	\$39.17 ^b	\$39.17
Pole Restoration and Treatment ^c									
Technician (After 3 years)	\$19.16	\$7.50	\$1.10°	\$1.45	8.0	\$29.78	\$39.65	\$39.65 ^b	\$39.65
Pole Restoration and Treatment ^c									
Technician (After 6 years)	\$19.16	\$7.50	\$1.10 ^a	\$1.71	8.0	\$30.04	\$39.90	\$39.90 ^b	\$39.90
Pole Restoration and Treatment ^c									
Technician (After 10 years)	\$19.16	\$7.50	\$1.10°	\$1.93	8.0	\$30.26	\$40.13	\$40.13 ^b	\$40.13

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:

^a In addition, an amount equal to 3% of the Basic Hourly Rate is added to the Total Hourly Rate and overtime hourly rates for the National Employees Benefit Board.

^b Saturdays may be scheduled as a make-up day at the regular straight time rate.

^c The Ratio of Technicians to Journeymen may not exceed 4 to 1. However, if the Journeyman is assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician.

^d Health and Welfare includes \$0.50 for Health Reimbursement Account.

Craft: Electrical Utility Lineman #

Determination:

C-61-X-8-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

January 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.

Localities:

All localities within Del Norte, Modoc and Siskiyou counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^a	Trainingb	Otherc	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (2X)	Saturday Overtime Hourly Rate (2X)	Sunday/ Holiday Overtime Hourly Rate (2X)
Lineman, Heavy Line Equipment man, Certified Lineman Welder, Pole Sprayer	\$60.54	\$8.00	\$15.97	\$0.91	\$0.15	8.0	\$85.57	\$148.99	\$148.99	\$148.99
Cable Splicer	\$67.80	\$8.00	\$16.18	\$1.02	\$0.17	8.0	\$93.17	\$164.19	\$164.19	\$164.19
Line Equipment Operator	\$52.06	\$8.00	\$12.51	\$0.78	\$0.13	8.0	\$73.48	\$128.01	\$128.01	\$128.01
Powderman	\$45.41	\$7.90	\$9.51	\$0.68	\$0.11	8.0	\$63.61	\$111.17	\$111.17	\$111.17
Groundman First 1040 Hours	\$24.22	\$7.90	\$8.88	\$0.36	\$0.06	8.0	\$41.42	\$66.79	\$66.79	\$66.79
Groundman 1041-2080 Hours	\$30.27	\$7.90	\$9.06	\$0.45	\$0.08	8.0	\$47.76	\$79.4 7	\$79.47	\$79.47
Groundman 2081+ Hours	\$37.53	\$7.90	\$9.28	\$0.56	\$0.09	8.0	\$55.36	\$94.67	\$94.67	\$94.67
Pole Sprayer Trainee First six months	\$51.88	\$7.90	\$9.71	\$0.78	\$0.13	8.0	\$70.40	\$124.75	\$124.75	\$124.75
Pole Sprayer Trainee Second six months	\$54.36	\$7.90	\$9.78	\$0.82	\$0.14	8.0	\$73.00	\$129.95	\$129.95	\$129.95
Pole Sprayer Trainee Third six months	\$56.18	\$7.90	\$9.84	\$0.84	\$0.14	8.0	\$74.90	\$133.75	\$133.75	\$133.75

Determination: C-61-X-8-2023-1

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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 Wave 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:

[#] 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 equal to 3% of the Basic Hourly Rate for the National Employees Benefit Board. This amount is factored at the applicable overtime rate. Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

^b This amount is factored at the applicable overtime rate.

^c This amount is for the Administrative Maintenance Fund (AMF) and is factored at the applicable overtime rate.

Craft: Telecommunications Technician

Determination:

C-422-X-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

April 6, 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 San Francisco, San Mateo and Santa Clara Counties

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X) ^b	Holiday Overtime Hourly Rate (2 ½ X)
Telecommunications Technician	\$48.51	\$8.27	\$4.06	\$3.36	\$0.00	8.0	\$64.20	\$88.455	\$136.965

^a \$4.29 employees with 7 years of service but less than 15 years, \$5.22 for 15 years but less than 25 years, \$6.16 for over 25 years.

b Rate applies to work in excess of eight hours daily and for all hours over 40 hours in a week. Rate applies to all hours worked on Sunday.

Determination: C-422-X-1-2023-1

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Determination:

C-422-X-1-2023-1A

Issue Date:

August 22, 2023

Expiration date of determination:

April 6, 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 Alameda, Contra Costa, Los Angeles, Marin, Orange, Riverside, San Diego and Ventura Counties.

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^c	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X) ^b	Holiday Overtime Hourly Rate (2 ½ X)
Telecommunications Technician	\$47.48	\$8.27	\$3.97	\$3.29	\$0.00	8.0	\$63.01	\$86.750	\$134.230

^{° \$4.20} for employees with 7 years of service but less than 15 years, \$5.11 for 15 years but less than 25 years, \$6.03 for over 25 years.

Determination: C-422-X-1-2023-1

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Determination:

C-422-X-1-2023-1B

Issue Date:

August 22, 2023

Expiration date of determination:

April 6, 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 Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Wages and Employer Payments:

trages and Employer rayments									
	Basic	Health	Pension		Training	Hours	Total	Overtime	Holiday
Classification	Hourly	and		and			Hourly	Hourly	Overtime
(Journeyperson)	Rate	Welfare		Holiday ^d			Rate	Rate	Hourly
(Journeyperson)								(1 ½ X) ^b	Rate
								, ,	(2 ½ X)
Telecommunications Technician	\$46.20	\$8.27	\$3.87	\$3.20	\$0.00	8.0	\$61.54	\$84.640	\$130.840

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:

^d \$4.09 for employees with 7 years of service but less than 15 years, \$4.98 for 15 years but less than 25 years, \$5.86 for over 25 years.

Craft: Telecommunications Technician

Determination:

C-422-X-10-2023-2

Issue Date:

August 22, 2023

Expiration date of determination: April 6, 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 Del Norte, Inyo, Mono, San Bernardino and Santa Barbara Counties.

Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Hours	Total	Overtime	Holiday
Classification	Hourly	and		and			Hourly	Hourly	Overtime
	Rate	Welfare		Holiday ^a			Rate	Rate	Hourly
(Journeyperson)								(1 ½ X) ^b	Rate
									(2 ½ X)
Telecommunications Technician	\$46.20	\$8.27	\$3.87	\$3.20	\$0.00	8.0	\$61.54	\$84.640	\$130.840

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:

a \$4.09 for employees with 7 years of service but less than 15 years, \$4.98 for 15 years but less than 25 years, \$5.86 for 25 years or more.

b Rate applies to work in excess of eight hours daily and for all hours over 40 hours in a week. Rate applies to all hours worked on Sunday.

Craft: Stator Rewinder #

Determination:

C-738-1412-7-2024-1

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 the State of California

Wages and Employer Payments:

	,,	• • • • • • • • • • • • • • • • • • • •			_							
Classification	Basic	Health	Pension	Vacation	Holiday	Training	Hours	Total	Daily	Saturday	Sunday	Holiday
(Journeyperson)	Hourly	and			7			Hourly	Overtime	Overtime	Overtime	Overtime
	Rate	Welfare						Rate	Hourly	Hourly	Hourly	Hourly
									Rate	Rate	Rate	Rate
									(1 ½ X) ^{ab}	(1 ½ X) ^{ab}	(2 X) ^a	(2 ½ X) ^a
Stator Rewinder	\$16.00	\$1.44°	\$2.30°	\$0.31 ^{cd}	\$0.62	\$0.31°	8.0	\$20.98	\$31.16	\$31.16	\$41.34	\$51.52
Stator Rewinder	\$16.00	\$1.44°	\$2.30°	\$0.31 ^{cd}	\$0.62	\$0.319	8.0	\$20.98	\$31.16	\$31.16	\$41.34	\$51.52
Helper												

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 Director's General Prevailing

Determination: C-738-1412-7-2024-1

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<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.

[#] 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 Does not include any additional amount that may be required for vacation pay.

b Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. After 12 hours daily, the Sunday double-time rate applies.

^c Contributions are factored at the appropriate overtime multiplier.

d Rate applies to the first two years of employment only: for employment over two years, \$0.62 per hour worked; for employment over five years, \$0.77 per hour worked; for employment over seven years, \$0.92 per hour worked; for employment over fifteen years, \$1.23 per hour worked; for employment over twenty years, \$1.54 per hour worked; for employment over thirty years, \$1.85 per hour worked.

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-5-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Alpine, Amador, Calaveras, El Dorado, Fresho, Kings, Madera, Mariposa, Merced, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Tulare, Tuolumne and Yuba Counties.

Wages and Employer Payments:

Classification	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday/
	Hourly	and		and				Hourly	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Overtime
									Rate	Hourly
									(1 ½ X)	Rate
										(1 ½ X)
Driver: Dump Truck	\$17.00	\$3.09 ^a	\$0.00	\$0.85 ^b	\$0.00	\$0.00	8.0	\$20.94	\$29.44°	\$29.44

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/DPre WageDetermination.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:

Determination: C-DT-830-261-5-2021-1

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^{*} There is no predetermined increase applicable to this determination.

a The contribution applies to all hours until \$535.26 is paid for the month.

b \$1.18 after 3 years of service
\$1.50 after 10 years of service
\$1.83 after 20 years of service

c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-6-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Kern, Monterey, San Luis Obispo, Santa Barbara, and Ventura Counties.

Wages and Employer Payments:

Classification	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday/
	Hourly	and		and				Hourly	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Overtime
									Rate	Hourly
									(1 ½ X)	Rate
										(1 ½ X)
Driver: Dump Truck	\$16.76	\$3.04a	\$2.75	\$0.90 ^b	\$0.64	\$0.00	8.0	\$24.09	\$32.47°	\$32.47

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

Travel and/or subsistence payment:

^{*} There is no predetermined increase applicable to this determination.

Determination: C-DT-830-261-6-2021-1

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^a The contribution applies to all hours until \$526.19 is paid for the month.

^b \$1.22 after 2 years of service. \$1.55 after 10 years of service.

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-7-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 30, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

Localities:

All localities within Alameda, Contra Costa, Del Norte, Humbóldt, Lassen, Modoc, San Francisco, San Mateo, Santa Clara, Shasta, Siskiyou and Trinity Counties.

Wages and Employer Payments:

Classification	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday/
	Hourly	and		and				Hourly	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Overtime
									Rate	Hourly
									(1 ½ X)	Rate
										(1 ½ X)
Driver: Dump Truck	\$22.50	а	\$0.00	\$0.43 ^b	\$0.00	\$0.00	8.0	\$22.93	\$34.18°	\$34.18

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/DPre WageDetermination.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:

Determination: C-DT-830-261-7-2021-1

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^{*} There is no predetermined increase applicable to this determination.

a Health and Welfare will increase from \$0.00 to \$1.16 after 90 days of service, which will be seen as an increase to the Total Hourly Rate as

^{\$0.78} after 90 days of service with the employer \$1.21 after 5 years of service with the employer \$1.65 after 10 years of service with the employer

c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-8-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Butte, Colusa, Glenn, Lake, Mendocino, Plumas and Tehama Counties.

Wages and Employer Payments:

rrages and Employer raymen										
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday/
	Hourly	and		and				Hourly	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Overtime
Classification									Rate	Hourly
									(1 ½ X)	Rate
										(1 ½ X)
Driver: Dump Truck	\$21.00	\$2.81a	\$0.00	\$0.10 ^b	\$0.00	\$0.00	8.0	\$23.91	\$34.41°	\$34.41

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:

^{*} There is no predetermined increase applicable to this determination.

Determination: C-DT-830-261-8-2021-1

Page 2 of 2

^a The contribution applies to hours until \$487.07 is paid for the month.

^b \$0.20 after 1 year of service, \$0.50 after 2 years of service,

Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service. c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-9-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within San Benito and Santa Cruz Counties

Wages and Employer Payments:

rrages and Employer raymer										
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday/
	Hourly	and		and				Hourly	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Overtime
Classification									Rate	Hourly
									(1 ½ X)	Rate
										(1 ½ X)
Driver: Dump Truck	\$16.25	\$9.64	\$5.20	\$0.56 ^b	\$0.70	\$0.48	8.0	\$32.83	\$40.955	\$40.955

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/DRreWageDetermination.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:

^{*} There is no predetermined increase applicable to this determination.

Determination: C-DT-830-261-9-2021-1

Page 2 of 2

^a Overtime rate applies to all work exceeding eight (8) hours daily and forty (40) hours weekly.

^b \$0.875 after 1 year of service

\$1.19 after 7 years of service

\$1.50 after 19 years of service

Craft: Driver (On/Off-Hauling To/From Construction Site)

Determination:

C-DT-830-261-10-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino and San Diego Counties.

Wages and Employer Payments:

trages and Employer raying										
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Sunday/
	Hourly	and		and				Hourly	Overtime	Holiday
Classification	Rate	Welfarea		Holidayb				Rate	Hourly	Overtime
Classification									Rate	Hourly
									(1 ½ X) ^c	Rate
										(1 ½ X)
Driver: Dump Truck	\$17.00	\$2.05	\$0.085	\$0.33	\$0.00	\$0.00	8.0	\$19.465	\$27.965	\$27.965

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:

^{*} There is no predetermined increase applicable to this determination

Determination: C-DT-830-261-10-2021-1

Page 2 of 2

^a The contribution applies to all work up to \$355.00 per month.

^b \$0.65 after 2 years of service
\$0.98 after 5 years of service
\$1.31 after 9 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2023-2

Issue Date:

August 22, 2023

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 the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Alameda, Contra Costa, Mendocino, and Solano Counties. (REF: 232-81-1)

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				Rate	Hourly	Hourly	Overtime
Classification									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Metal Roofing Systems Installer	\$48.22	\$11.80	\$9.70	\$4.25	\$0.75	\$0.70	8.0a	\$75.42	\$99.53 ^b	\$99.53 ^b	\$123.64

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/DR reWage Determination.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:

Determination: C-MR-2023-2 Page 2 of 2

[#] 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 In the event that conditions over which the Individual Employer has no control (i.e., adverse weather, project delays, logistical problems,

general contractor or owner requirements, etc.) on one or more days during the regular work week prevent employees from working, then work is to be performed on Saturday, when available, at straight time rates.

b Rate applies to the first 4 daily overtime hours and first 12 hours worked on Saturday; all other time is paid at the Sunday/Holiday overtime

hourly rate.

Craft: Metal Roofing Systems Installer

Determination:

C-MR-2023-1A

Issue Date:

February 22, 2023

Expiration date of determination:

March 31, 2023 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 Amador and El Dorado Counties. (REF: 830-232-15)

Wages and Employer Payments^a:

trages and Employer rayments	•										
Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate
Amador County: Metal Roofing Systems Installer	\$20.41	\$5.79	\$2.80	\$3.74	\$0.20	\$0.05	8.0	\$32.99	\$43.19	\$43.19 ^b	(2 X) \$53.40
El Dorado County: Metal Roofing Systems Installer	\$18.81	\$5.35	\$2.80	\$3.48	\$0.20	\$0.00	8.0	\$30.64	\$40.045	\$40.045 ^b	\$49.45

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 Director's General Prevailing

Determination: C-MR-2023-1A Page 2 of 2

Wage Determinations 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.

^{*} There is no predetermined increase applicable to this determination.

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Saturdays in the same workweek may be worked at straight-time if job is shut down for 2 or more days during the normal workweek due to wind, rain, snow or ice, fog, frost, dew or extreme heat.

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2024-1B

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 Butte, Lassen, Marin, Placer, Sacramento, San Joaquin, Sonoma, Yolo and Yuba Counties. (REF: 830-232-16)

Wages and Employer Payments:

Classification	Basic Hourly Rate ^a	Health and Welfare ^a	Pension ^a	Vacation and Holiday ^a	Training	Othera	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (1 ½ X)
Butte, Lassen, Placer, Sacramento, Yolo and Yuba Counties: Metal Roofing Systems Installer	\$46.73	\$11.80	\$9.00	b	\$0.56	\$0.00	8.0	\$68.09	\$91.455°	\$91.455°	\$91.455°
San Joaquin County: Metal Roofing Systems Installer	\$46.73	\$11.80	\$9.00	b	\$0.56	\$0.00	8.0	\$68.09	\$91.455°	\$91.455°	\$91.455°
Marin and Sonoma Counties: Metal Roofing Systems Installer	\$52.47	\$11.80	\$9.70	b	\$0.81	\$0.00	8.0	\$74.78	\$101.015°	\$101.015°	\$101.015°

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

Determination: C-MR-2024-1B Page 2 of 2

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.

There is no predetermined increase applicable to this determination.

^b Included in straight-time hourly 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 Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

^c Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2021-1C

Issue Date:

February 22, 2021

Expiration date of determination:

March 31, 2021 Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Calaveras County. (REF: 830-166-4)

Wages and Employer Payments^a:

	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
Ciassification									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
)							(2 X)
Metal Roofing Systems Installer	\$47.59 ^b	\$0.00	\$0.00	\$0.00	\$0.45	\$0.00	8.0	\$48.04	\$71.835°	\$71.835°	\$71.835°

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:

Determination: C-MR-2021-1C Page 2 of 2

[#] 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).

* There is no predetermined increase applicable to this determination.

^a The credit for employer payments do not have to be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than private construction performed by the same employer. The director determined that annualization would not serve the purpose of this chapter pursuant to California Labor Code Section 1773.1(d)(4).

^b Includes an amount for Health and Welfare, Pension, Vacation/Holiday, Dues Check Off, and Other Payments.

^c Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2020-1D

Issue Date:

February 22, 2020

Expiration date of determination:

March 31, 2020 Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Fresno County. (REF: 830-232-18)

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				Rate	Hourly	Hourly	Overtime
Classification									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
									, ,	, ,	(2 X)
Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	а	\$0.10	\$0.00	8.0	\$30.35	\$41.875	\$41.875	\$53.40

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). 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:

Determination: C-MR-2020-1D Page 2 of 2

[#] 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).

* There is no predetermined increase applicable to this determination.

a Included in straight-time hourly rate.

Craft: Metal Roofing Systems Installer

Determination:

C-MR-2020-1E

Issue Date:

August 22, 2020

Expiration date of determination:

September 30, 2020 Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Humboldt, Madera, Napa, and Shasta Counties. (REF: 830-232-17)

Wages and Employer Payments:

wages and Employer Fayments.											
	Basic Hourly	Health and	Pension	Vacation and	Training	Other	Hours	Total Hourly	Daily Overtime	Saturday Overtime	Sunday/ Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly Rate	Hourly Rate	Overtime Hourly
									(1 ½ X)	(1 ½ X)	Rate (1 ½ X)
Humboldt Country: Metal Roofing Systems Installer	\$16.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	8.0	\$18.00	\$26.00ª	\$26.00ª	\$26.00ª
Madera Country: Metal Roofing Systems Installer	\$26.75	\$2.00	\$2.00	\$0.00	\$0.15	\$0.00	8.0	\$30.90	\$44.275ª	\$44.275ª	\$44.275ª
Napa Country: Metal Roofing Systems Installer	\$18.00	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	8.0	\$18.35	\$27.35ª	\$27.35ª	\$27.35ª
Shasta Country: Metal Roofing Systems Installer	\$19.83	\$0.00	\$0.00	\$0.00	\$0.20	\$0.00	8.0	\$20.03	\$29.945 ^a	\$29.945ª	\$29.945ª

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: C-MR-2020-1E

Page 2 of 2

Travel and/or subsistence payment:

^{*} There is no predetermined increase applicable to this determination.

^a Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2024-1F

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.

Localities:

All localities within Los Angeles, Orange, Riverside and San Bernardino Counties. (REF: 166-102-1)

Wages and Employer Payments:

	Basic	Health	Pension ^b	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
Classification									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Metal Roofing Systems Installer	\$56.95	\$11.37	\$17.87	\$0.00	\$0.82	\$0.68	8.0	\$87.69	\$116.17	\$116.17	\$144.64

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:

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

a Includes amount withheld for Working Dues.

b Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

c Rate applies for the first 4 overtime hours Monday through Friday and the first 12 hours worked on Saturday. All other time is paid at the Sunday/Holiday overtime rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.