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

### NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

### SUMMIT VALLEY ROAD

**Federally Funded Project** 

LENGTH: 5.4 Miles WORK ORDER: No. H15255 AREA: Hesperia ROAD NO.: 778350020, 778350010

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

- 1. Caltrans 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans, unless specified otherwise in these Special Provisions.
- 3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

san bernardino COUNTY

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

-- TRANSPORTATION --

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

### SUMMIT VALLEY ROAD

LENGTH: 5.4 Miles WORK ORDER: No. H15255 AREA: Hesperia ROAD NO.: 778350010, 778350020		
have been recommended for approv		
a contetto	8/29/24	$\langle \rangle$
Noel Castillo, P.E. Director of Public Works	Date:	
Acr	8/29/24	
Grant Mann, P.E. Deputy Director	Date:	
have been prepared by or under the	direction of the followi	ing Registered Engineers:
Anthony Pham, P.E. Traffic Division Manager Date:	8/26/2024	C 76378 CIVIL CIVIL C CLIFORNI
Jeremy Johnson, P.E. Transportation Planning Division Ma	anager Date:	C91246

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#### NOTICE TO BIDDERS

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

#### 10:00 A.M.,XXXX ,XXXX XX, 2024

in the building of:

#### San Bernardino County Department of Public Works

Front Reception Desk

825 East 3rd Street

#### San Bernardino, CA 92415-0835

PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must be registered with the Department of Industrial Relations at the time of award of the Contract and must remain registered throughout the term of the Contract pursuant to Labor Code section 1771.1. For more information, please see <a href="http://www.dir.ca.qov/Public-Works/SB854.html">http://www.dir.ca.qov/Public-Works/SB854.html</a>.

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <u>ePro (sbcounty.gov)</u> However, if the bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time, or hard copy in person, with the bidder's security described herein in a sealed envelope prior to the proposal opening date and time, or hard copy in person, with the bidder's security described herein in a sealed envelope prior to the proposal opening date and time, to the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened, and declared via video and teleconference via goto.com/Meeting using meeting ID 434-769-549. See the flyer available under the bid posting on ePRO for further login information for the following project:

### PROJECT TITLE - SUMMIT VALLEY ROAD

PROJECT LIMITS -1.36M NORTH OF STATE HIGHWAY 138 N 5.4M

LENGTH: 5.4 Miles WORK ORDER: H15255 AREA: Hesperia ROAD NO.: 778350010, 778350020

The work, in general, consists of crack seal and patching center line areas, repainting doubleyellow line Caltrans Detail 21, installing signs on new posts, and installing delineators in the middle of double yellow line and doing other work appurtenant thereto

This Project requires a **Class A** Contractor's license issued by the state of California Contractors State Licensing Board. The Contractor must maintain this license from contract award through acceptance. All contractors, including any out-of-state contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

.....

#### SPECIAL NOTICE

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

San Bernardino County is implementing contract requirements for submittal of the Data Universal Numbering System (D-U-N-S) Number form. Refer to section 3 of these Special Provisions.

\*\*\*\*\*\*\*\*

A non-mandatory pre-bid meeting is scheduled for : 10:00 A.M., Wednesday, XXXX XX, 2024

To be held via video and teleconference via goto.com/meeting using meeting ID 434-769-549. See the flyer available under the bid posting on ePro for further login information. All bidders and interested small businesses are encouraged to attend this meeting.

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

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) https://epro.sbcounty.gov/bso/. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL BE DEEMED NON-RESPONSIVE. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED. Bids shall be prepared in accordance with these Special Provisions and the following:

- 1. Caltrans 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications(revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans, unless specified otherwise in these Special Provisions.
- 3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the Department of Public Works located at 825 East 3<sup>rd</sup> Street, Room 147, San Bernardino, California or at the following website: https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications

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

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

The Plans and Special Provisions may be obtained at no cost by visiting http://epro.sbcounty.gov/bso

**QUESTIONS:** Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **4:00 P.M.** on **Friday, XXXX XX, 2024.** 

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

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

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

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

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

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

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

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

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

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

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

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

the Special Provisions for the project.

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

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

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or apply to work by registered contractors or subcontractors on the public work.

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section. (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

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

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

**RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22** (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.): On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**BUILD AMERICA BUY AMERICA (BABA):** This project is subject to the <u>Build America Buy</u> <u>America Act</u>, enacted by section 70911 of the of the Infrastructure Investment and Jobs Act (135 Stat, 429, 117 P.L. 58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

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

The Contractor agrees-

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

2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

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

#### CALIFORNIA AIR RESOURCES BOARD (CARB) IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION COMPLIANCE CERTIFICATION: This Project is subject to the

California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the "Regulations"). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the Contractors off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission. Failure to provide Contractor's CARB compliance number may constitute a material irregularity rendering their bid non-responsive and non-responsible, and subject to rejection for non-responsiveness.

No award shall be made to a Contractor that has failed to provide its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a bid, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and any successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites. The Certificates of Reported Compliance received by the Contractor for this Project must be retained for three (3) years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five (5) business days of the request. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation Section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB within the time period contained in in the Regulations.

Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Contractor shall complete and return the "California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance" form attached hereto as a condition to bidding this Project,

The addition of these requirements shall be considered in concert with existing documents in preparation of bids.

# **NOEL CASTILLO, P.E.**, DIRECTOR DEPARTMENT OF PUBLIC WORKS

Inder By:

**ANDY SILAO**, P.E., Engineering Manager Contracts Division

DATE:

### SAN BERNARDINO COUNTY SPECIAL PROVISIONS FOR CONSTRUCTION ON

### SUMMIT VALLEY ROAD

### LENGTH: 5.4 Miles WORK ORDER: No. H15255 AREA: Hesperia ROAD NO.: 778350020, 778350010

### ORGANIZATION

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

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

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

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### DIVISION I GENERAL PROVISIONS 1 GENERAL

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

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

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

The work embraced herein shall be done in accordance with:

- 1) Caltrans 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.
- 2) Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans, unless specified otherwise in these Special Provisions.
- 3) Project Plans and these Special Provisions; and
- 4) The Contract; and
- 5) All other documents identified in the Contract.

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

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

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

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

### Add the following paragraphs to section 1-1.07B, "Glossary":

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

- 1. Department The San Bernardino County.
- 2. Office Engineer, Engineer or Director -- The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
- 3. Attorney General -- The San Bernardino County Board of Supervisors.
- 4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
- 5. Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
- 6. Engineer's Estimate -- The lists of estimated quantities of work to be performed as contained in the contract documents.
- 7. State The San Bernardino County.
- 8. Awarding Authority or Department Means the County Board of Supervisors or any department or special district recommending to the Purchasing Agent or the County Board that a contract be awarded.
- 9. Consultant Means person(s), sole proprietorships, partnerships, associations, joint ventures, corporations, institutions or other entities who provide expert, professional assistance to the County under a contract.
- 10. Contract Means an agreement between two parties consisting of an offer and an acceptance resulting from solicitation of bids or proposals, in which each party commits to stipulated prices, terms and conditions, or materials or services.
- 11. Contractor Means any person, sole proprietorship, partnership, association, corporation, joint venture, institution or other entity which is a party to a contract.
- 12. Minority Means the same as defined in Public Contract Code section 2051(c).

- 13. Small Business Concern Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
- 14. Procurement Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
- 15. Public Works Contract Is an agreement to perform the work described in Public Contract Code section 22002.
- 16. Purchase Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
- 17. Purchase Order Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unilateral, or one signature in nature, subject to performance by a vendor to form a contractual obligation.
- 18. Purchasing Agent Means the Director of the Purchasing Department.
- 19. Bidder/Proposer Means any person or entity making an offer or proposal to provide goods and/or services to the County.
- 20. Subcontractor Means an individual or business firm contracting to perform part or all of another's contract.
- 21. Bid Item List Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.
- 22. Bid book Means the Proposal pages starting on P-1 of these Special Provisions.
- 23. Estimated Cost Is the estimated cost of the project.
- 24. Holiday Holidays shown in the following table:

Holidays		
Holiday	Date observed	
Every Sunday	Every Sunday	
New Year's Day	January 1st	
Birthday of Martin Luther King, Jr.	3rd Monday in January	
 Washington's Birthday	3rd Monday in February	
Memorial Day	Last Monday in May	
Juneteenth	June 19th	
Independence Day	July 4th	
Labor Day	1st Monday in September	
Columbus Day	2nd Monday in October	
Veterans Day	November 11th	
Thanksgiving Day	4th Thursday in November	
Day after Thanksgiving Day	Day after Thanksgiving Day	
Christmas Day Eve	December 24th	
Christmas Day	December 25th	
New Year's Day Eve	December 31st	

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

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

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

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

### Delete section 1-1.08, "DISTRICTS."

### Delete section 1-1.11, "WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS." Replace section 1-1.12, "MISCELLANY," with:

### 1-1.12 MISCELLANY

Make checks and bonds payable to the San Bernardino County.

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### 2 BIDDING

### Add the following paragraphs to section 2-1.01, "GENERAL":

The bidder must comply with the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal must have listed therein the

portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

In accordance with Public Contract Code section 7106, a Noncollusion Declaration is included in the Proposal. All bidders must review, sign and submit the Noncollusion Declaration with their bid. <u>Any bid that fails to include an executed Noncollusion Declaration shall be</u> <u>considered nonresponsive.</u>

The Proposal, including all required forms, must be signed by the bidder or an authorized representative of bidder. PROPOSALS THAT ARE NOT SIGNED WILL BE DEEMED NONRESPONSIVE AND REJECTED.

### Replace the 6th paragraph of section 2-1.04, "Pre-bid Outreach Meeting," with:

The Department may hold a single pre-bid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each pre-bid meeting, will be made available through ePro and/or the Department for all bidders to view.

### Replace section 2-1.06A, "General," with:

### 2-1.06A General

The Proposal, which includes the Bid Item List, can be found in these Special Provisions and on the San Bernardino County Electronic Procurement Network (<u>https://epro.sbcounty.gov/bso/</u>) as described further herein, and shall be used.

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

### 2-1.06B Supplemental Project Information

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

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

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

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

San Bernardino County Department of Public Works Contracts Division 825 East 3<sup>rd</sup> Street, Room 147 San Bernardino, CA 92415-0835

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

### 2-1.10 SUBCONTRACTOR LIST

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

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

- 1. Business name and the location of its place of business.
- 2. California contractor license number for a non-federal-aid contract.
- 3. Department of Industrial Relations public works contractor registration number.

4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

### Delete section 2-1.12, "DISADVANTAGED BUSINESS ENTERPRISES." Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES." Delete section 2-1.18, "SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES." Delete section 2-1.27, "CALIFORNIA COMPANIES."

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

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

### <u>ePRO</u>

Bids must be received by the designated date and time. An electronic bid can be submitted County through San Bernardino Electronic Procurement Network the (ePro) https://epro.sbcounty.gov/bso/. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. All bidders must register with the ePro system prior to the date and time to receive the bid or they will be disgualified. Late or incomplete bids will be considered non responsive. A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for System-related issues in ePro shall be directed to Vendor support at the project). ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. NOTE: If sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail. sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids.

The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3<sup>rd</sup> Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.

### REQUIRED LISTING OF SUBCONTRACTORS

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

Delete section 2-1.33A, "General." Delete section 2-1.33B, "Bid Form Submittal Schedules." Replace section 2-1.34, "BIDDER'S SECURITY," with:

### 2-1.34 PROPOSAL GUARANTY

• All bids/proposals shall be presented either under sealed cover or submitted through the San Bernardino County Electronic Procurement Network (ePro) and accompanied by one of the following forms of bidder's security:

Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the San Bernardino County.

- The security shall be in an amount equal to at least 10 percent of the amount of bid. A bid / proposal will not be considered unless it is accompanied by one of the forms of bidder's security, in accordance with what is stated below.
- The bidder's bond shall conform to the bond form labeled as "Bid Bond" in the "Proposal" section of these Special Provisions, and shall be properly filled out and executed. The "Bid Bond" form provided in the "Proposal" section of these Special Provisions may be used. Upon request, copies of the "Bid Bond" forms may be obtained from the Department.

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

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

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

### 2-1.43 PUBLIC OPENING OF THE BID

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

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

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

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

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

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

### 2-1.47 BID RELIEF

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

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### **3 CONTRACT AWARD AND EXECUTION**

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

Delete 1st and 3rd paragraph of section 3-1.02A, "General." Replace 3-1.02B, "Tied Bids," with:

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j) (1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or apply to work by registered contractors or subcontractors on the public work.

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

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

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

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

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

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

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

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

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

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

### Replace section 3-1.04, "CONTRACT AWARD," with:

### 3-1.04 CONTRACT AWARD

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

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

- The bid protest is submitted to and received by the Department of Public Works, 825
   E. Third Street., Room 147, San Bernardino, CA, 92415 <u>before 4:00 p.m. of the sixth (6<sup>th</sup>) business day following the bid opening</u>. 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.
- 2. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

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

### 3-1.05 CONTRACT BONDS

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

### Delete section 3-1.07, "INSURANCE POLICIES." Delete section 3-1.08, "SMALL BUSINESS PARTICIPATION REPORT." Delete section 3-1.11, "PAYEE DATA RECORD." Delete section 3-1.13, "FORM FHWA-1273." Replace section 3-1.18, "CONTRACT EXECUTION," with:

### 3-1.18 CONTRACT EXECUTION

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

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

### Add section 3-1.20, "CONFLICT OF INTEREST," which reads:

### 3-1.20 CONFLICT OF INTEREST

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



### Add section 3-1.21, "FORMER COUNTY OFFICIALS," which reads:

### 3-1.21 FORMER COUNTY OFFICIALS

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

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

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

# Add section 3-1.22, "SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM," which reads:

### 3-1.22 SAN BERNARDINO COUNTY EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

### Add section 3-1.23, "REFERENCE CHECKS," which reads

### 3-1.23 REFERENCE CHECKS

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

### Add section 3-1.23, "IRAN CONTRACTING ACT OF 2010," which reads:

# 3-1.23 IRAN CONTRACTING ACT OF 2010 (Public Contract Code section 2200 et seq.) (Applicable only to Contracts of One Million Dollars (\$1,000,000) or More):

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

# Add section 3-1.24, "RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22," which reads:

### 3-1.24 RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22 (Applicable for all Contracts of five million dollars (\$5,000,000) or more utilizing State funding.)

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

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

### ^^^^^

### 4 SCOPE OF WORK

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

The work, in general, consists of crack seal and patching center line areas, repainting doubleyellow line Caltrans Detail 21, installing signs on new posts, and installing delineators in the middle of double yellow line and doing other work appurtenant thereto

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

#### 4-1.06A

### General a. Differing Site Conditions

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

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

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

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

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

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

cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

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

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

Delete section 4-1.07, "VALUE ENGINEERING."

^^^^

**5 CONTROL OF WORK** 

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

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

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

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

Further, nothing contained in this provision shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the rights, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

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

### 5-1.12 ASSIGNMENT

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

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

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

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

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

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

http://www.dir.ca.gov/dir/Labor\_law/DLSE/Debar.html.

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

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

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

A copy of the PLACs are included in these Special Provisions.

The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA)

documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

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

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

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

### Add the following paragraphs to section 5-1.36A, "General":

#### High Risk Facility Notification:

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

### Replace 2nd paragraph of section 5-1.36A, "General," with:

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

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

### Add the following paragraphs to section 5-1.36C(1), "General":

Obstructions include but are not limited to pipes, wires, fencing, stand/structure, fixtures, boxes, and other materials. Attention is directed to other obstructions as follows:

### AGENCY CONTACTS UTILITY ARRANGEMENT

Project Name	Summit Valley Road		
Project Location	1.36m north of State Highway	138 north 5.4m, Hesp	peria Area
Work Order	H15255	Date	August 26, 2024
Coordinated By	Adrianna Wimenta	File	Yard 11 / Summit Valley
	AGENCY C	ONTACTS	

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

AGENCY	<u>CONTACT</u>	ADDRESS / PHONE / CELL
California Department of	Joseph Cruz	PO Box 1187
Water Resources	Joseph.cruz@water.ca.us	Pearblossom, CA 93553
		(661) 944-8567
Frontier Communications	Steve Parrett	Victorville, CA
	Steve.parrett@ftr.com	(760) 338-9978
		Emergency: (800) 921-8101
Hesperia Water District	Matt Parker	9700 Seventh Avenue
	mparker@cityofhesperia.us	Hesperia, CA 92345
		(760) 947-1407
MCI (Verizon Business)	Kelvin Tran	(949) 422-7780
	Kelvin.tran1@verizon.com	
	Distro	
	Team.riv.bau@verizon.com	
Mojave Water Agency	Emmett Campbell	13846 Conference Center
	ecampbell@mojavewater.org	Drive
		Apple Valley, CA 92307
		(760) 946-7000

San Bernardino County,	Greg Synder	222 W. Hospitality Lane
Special Districts Dept. – Area 64	Gregory.Snyder@dpw.sbcounty.gov	San Bernardino, CA 92415
	Carlos Martinez	(760) 955-9885 (Greg)
	Carlos.martinez@sdd.sbcounty.gov	(909) 386-8821 (Carlos)
Southern California Edison	SCE Planning Supervisor	12353 Hesperia Road
		Victorville, CA 92392
		(760) 951-3101
		Emergency: (800) 611-1911
Southern California Gas -	Saul Rubalcava	Chatsworth, CA
Transmission	SRubalc1@socalgas.com	(213) 231-5986
		Emergency: (800) 427-2200
Southwest Gas	Christopher Gin	13471 Mariposa Road
	christopher.gin@swgas.com	Victorville, CA 92395
	Matthew Martinez	(760) 951-4188 (Matthew)
	Matthew.martinez@swgas.com	(602) 772-9042 (cell)
Spectrum	Keith Coley	7337 Central Ave.,
	Keith.coley@charter.com	Riverside, CA 92504
		(951) 406-1631

The initial written utility notification and preliminary plans were sent to utility agencies on August 26, 2024, and contact has continued at various times since.

### UTILITY RELOCATIONS

The following utilities will be relocated:

AGENCY	APPROXIMATE LOCATION	DETAILS
Any Agency	<ul> <li>Throughout Project</li> </ul>	<ul> <li>If necessary, Contractor shall provide 2 working day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.</li> </ul>

## UTILITY PROTECTION

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

AGENCY	APPROXIMATE LOCATION	<u>DETAILS</u>
California Department of Water Resources	Waterlines, valve cans, and other appurtenant structures located throughout project limits	<ul> <li>Contractor to locate and protect in place</li> <li>Contractor to adjust valve cans to final grade, if adjustable</li> </ul>
Frontier Communications	<ul> <li>Overhead and underground facilities and other appurtenant structures located throughout project limits</li> </ul>	<ul> <li>Contractor to locate and protect in place</li> </ul>
Hesperia Water District	<ul> <li>Sewer lines, manholes, waterlines, valve cans, fire hydrants, water meters and various other appurtenant structures located throughout project limits</li> </ul>	<ul> <li>Contractor to locate and protect in place</li> <li>Contractor to adjust valve cans to final grade, if adjustable</li> </ul>
MCI (Verizon Business)	<ul> <li>Overhead and underground facilities and other appurtenant structures located throughout project limits</li> </ul>	Contractor to locate     and protect in place

Mojave Water Agency	• Waterlines, valve cans, and other appurtenant structures located throughout project limits	<ul> <li>Contractor to locate and protect in place</li> <li>Contractor to adjust valve cans to final grade, if adjustable</li> </ul>
San Bernardino County, Special Districts Department – Area 64	<ul> <li>Waterlines, water meters, fire hydrants, valve cans and other appurtenant structures located throughout project limits</li> </ul>	<ul> <li>Contractor to locate and protect in place</li> <li>Contractor to adjust valve cans to final grade, if adjustable</li> </ul>
Southern California Edison	<ul> <li>Overhead and underground facilities and other appurtenant structures located throughout project limits</li> </ul>	Contractor to locate     and protect in place
Southern California Gas - Transmission	Silverwood Street – gas transmission line, crossing Summit Valley Road	Contractor to locate     and protect in place
Southwest Gas	Gas lines, valve cans and other appurtenant structures located throughout project limits	<ul> <li>Contractor to locate and protect in place</li> <li>Contractor to adjust valve cans to final grade, if adjustable</li> </ul>
Spectrum	Overhead and underground facilities and other appurtenant structures located throughout project limits	Contractor to locate     and protect in place

# HIGH RISK UTILITIES

The following utility facilities are "HIGH RISK" facilities:

AGENCY	LOCATION	DESCRIPTION
Southern California Gas -	<ul> <li>Silverwood Street –</li></ul>	<ul> <li>Gas transmission line</li> <li>Contractor to locate</li></ul>
Transmission	crossing Summit Valley Road	and protect in place

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

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

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

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

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

# Replace the 3rd paragraph of section 5-1.36C(3), "Nonhighway Facility Rearrangement," with:

Additional work falling within the scope and character of the existing contract items is considered as normal to the progress of construction and is addressed under section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Delete section 5-1.39C (2), "Plant Establishment Period of 3 Years or More."

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

Bar to pursue the claim in a court of law.

## Replace section 5-1.43E, "Alternative Dispute Resolution," with the following:

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

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

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

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

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

#### 5-1.43G Civil Action

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California. <u>IMPORTANT: BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:</u>

San Bernardino County

**Risk Management Division** 

222 W. Hospitality Lane, 3rd Floor

## San Bernardino, California 92415-0016

A copy of the County's standard claim form may be accessed at the Risk Management Division during normal business hours, or may be downloaded at <u>http://countyline.sbcounty.gov/riskmanagement/ content/forms/claim\_against\_county.pdf</u>.

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

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

## 6 CONTROL OF MATERIALS

### Delete section 6-1.04, "BUY AMERICA."

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

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

## Add the following paragraph to section 6-1.02, "GENERAL":

All materials required to complete the work under this contract shall be furnished by the Contractor.

#### Add the following paragraph to section 6-1.02, "COUNTY FURNISHED MATERIAL

Attention is directed to Section 6-1.02, "Department-Furnished Materials," of the 2018 Standard Specifications and these special provisions.

The Channelizers for installation on Summit Valley Road required under this contract will be furnished to the Contractor free of charge by the County. The Channelizers can be picked-up from Department of Public Works Yard located at 210 N Lena Road in San Bernardino, CA 92408. Contact Maintenance Yard Personnel two (2) days in advance at (909) 387-8007 prior to picking-up the Channelizers materials.

Loading of the above stated county furnished materials at the pick-up site and delivery to the job site shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall be responsible for inspecting the County furnished equipment prior to accepting it. The County shall not be responsible for damage to the equipment after the CONTRACTOR has taken possession until final inspection and project acceptance has been finalized.

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

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

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

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

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

## MATERIAL

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

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

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

## PAVEMENT MARKERS, PERMANENT TYPE

## Retroreflective with Abrasion Resistant Surface (ARS) (length x width):

- 1. Apex, Models 921AR (4" x 4"), 828AR (3.1x4.5) and 899AR (3.1"x4.5")
- 2. Ennis-Flint, Models 911 (4" x 4") and C80FH (3.1" x 4.5")
- 3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
- 4. 3M Series 290 (3.5" x 4")
- 4. 3M Series 290 PSA
- 5. Glowlite, Inc Model 988AR (4" x 4")

## Retroreflective with Abrasion Resistant Surface (ARS) for recessed applications only) :

- 1. Ray O Lite, Model 2002 (2" x 4.6")
- 2. Ray O Lite, Model 2004 (2" x 4")\*
- 3. Ennis-Flint, Models C40 and 201 with C40
- \*For use only in 4.5 inch wide (older) recessed slots

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

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

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

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

#### STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

#### Traffic Striping and Pavement Marking Tape:

1. Advanced Traffic Marking, Series 300 and 400

- 2. Brite Line, Series 1000
- 3. Brite Line, "DeltaLine XRP"
- 4. Swarco Industries, "Director 60"
- 5. 3M, "Stamark" 380 IES and 270 ES
- 6. Advanced Traffic Marking, MaxVision Series 300 White & Yellow

#### Temporary (Removable) Striping and Pavement Marking Tape (180 days or less):

- 1. Advanced Traffic Marking, Series 200
- 2. Brite Line, "Series 100", "Deltaline TWR"
- 3. Garlock Rubber Technologies, Series 2000
- 4. Tape 4, Aztec, Grade 102
- 5. Swarco Industries, "Director 2", "Director 2-Wet Reflective"
- 6. Trelleborg Industries, R140 Series
- 7. 3M Series 710
- 8. Advanced Traffic Marking Black "Hide A Line"
- 9. (Black Tape: for use only on Hot mix asphalt surfaces)
- 10. Brite Line "BTR" Black Removable Tape
- 11. (Black Tape: for use only on Hot mix asphalt surfaces)
- 12. Trelleborg Industries, RB 140
- 13. (Black Tape: for use only on Hot mix asphalt surfaces)

#### Preformed Thermoplastic (Heated in place):

- 1. Ennis-Flint, "Hot Tape"
- 2. Ennis-Flint, "Premark"
- 3. Ennis-Flint, "Flametape"
- 4. Alta Traffic Solutions, "Alta All-Season", Series 100 (White Only)
- 5. Swarco, Preformed Thermoplastic
- 6. Ozark Materials, Preformed Thermoplastic
- 7. Potters Industries, "VisiTape"
- 8. Geveko Markings, "Optamark"
- 9. Crown USA Inc., "Tuff-Mark"
- 10. Ennis-Flint, "PreMark XF White"
- 11. Ennis-Flint, "PreMark XF Yellow"
- 12. Preform, LLC "PREFORM PSFW- White" and "PREFORM PSFY- Yellow"
- 13. 3M Preformed Thermoplastic, "PREFORM PSFW- White" and "PREFORM PSFY- Yellow"

## PAVEMENT MARKERS, TEMPORARY TYPE

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

- 1. Vega Molded Products "Temporary Road Marker" (3" x 4")
- 2. Pexco LLC, Halftrack model 25, 26 and 35

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

#### (For seal coat or chip seal applications, clear protective covers are required):

- 1. Apex Universal, Model 932, 932HH
- 2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- 3. Hi Way Safety, Inc., Model 1280/1281
- 4. Glowlite, Inc., Model 932

5. Pexco LLC, Davidson Models SUPER TOM and SUPER TRPM **DELINEATORS (CLASS 1)** 

#### One Piece Driveable Flexible Type, 66 inch:

- 1. Pexco LLC, "Flexi Guide Models 400 and 566"
- 2. Carsonite, Curve-Flex CFRM-400
- 3. Carsonite, Roadmarker CRM 375
- 4. FlexStake, Model 654 TM
- 5. GreenLine Model CGD1 66
- 6. Ridan Composites LLC, Del-Mark Post

#### Special Use Type, 66 inch:

- 1. Pexco LLC, Model FG 560 (with U Channel base), FG 300 UR (with 2- inch square anchor)
- 2. Carsonite, "Survivor" (with 18-inch U Channel base)
- 3. Carsonite, Roadmarker CRM 375 (with 18-inch U Channel base)
- 4. FlexStake, Model 604
- 5. GreenLine Model CGD (with 18-inch U Channel base)
- 6. Impact Recovery Model D36, with #105 Driveable Base
- 7. Valtir Safe-Hit with 8-inch pavement anchor (SH248 GP1)

8. Valtir Safe-Hit with 15-inch soil anchor (SH248 GP2) and with 18-inch soil anchor (SH248 GP3)

9. Valtir Safe-Hit RT 360 Post with Soil Mount Anchor (GPS).

- 10. Valtir Safe-Hit SQR-LOC, SH248SQR-12
- 11. Shur-Tite Products, Shur-Flex Drivable
- 12. Three D Traffic Works, Earthflex TD5500

13. PEXCO,LLC/ Davidson Traffic Control Products, FTGM Series (FTGM48W-White, FTGM48Y- Yellow and FTGM48O- Orange)

#### Surface Mount Type, 48 inch:

- 1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
- 2. Carsonite, "Channelizer"
- 3. FlexStake, Models 704, 754 TM, and 154 Flat Top
- 4. Impact Recovery Model D48, with #101 Fixed (Surface Mount) Base
- 5. Three D Traffic Works "Boomerang" TD 520
- 6. Flexible Marker Support, Flexistiff Model C-9484
- 7. Valtir Safe-Hit, SH 248 SMR
- 8. Pexco LLC, Model FTSM 48
- 9. Hi-way Safety, Inc, Model CFUR48
- 10. Shur-Tite Products, Shur-Flex
- 11. Pexco LLC, Flexi-Guide Models FG348PE, FG348UR and FG348EFX

#### CHANNELIZERS

#### Surface Mount Type, 36 inch:

1. Bent Manufacturing Company, Masterflex Models MF 360 36 (Round) Mf180 36 (Flat) and MFEX 180—36

- 2. Pexco LLC, Flexi Guide Models FG336PE, FG336UR and FG336EFX
- 3. Carsonite, "Super Duck" (Round SDR 336)
- 4. Carsonite, Model SDCF03601MB "Channelizer"
- 5. FlexStake, Models 703, 753 TM, and 153 Flat Top

- 6. GreenLine, Model SMD 36
- 7. Hi way Safety, Inc. "Channel Guide Channelizer" Model CGC36, CFUR36
- 8. Impact Recovery Model D36, with #101 Fixed (Surface Mount) Base

9. Impact Recovery Systems, OmegaPost High Speed Flexible Channelizer with BS-SMQT Base.

- 10. Valtir Safe-Hit, Guidepost, Model SH236SMA and Dura-Post, Model SHL36SMA
- 11. Three D Traffic Works "Boomerang" 5200 Series
- 12. Flexible Marker Support, Flexistiff Model C-9484-36
- 13. Shur-Tite Products, Shur-Flex
- 14. Pexco LLC, Model FTSM36
- 15. Shur-Tite Products, U-Flex 36"

#### High-Speed Flexible Surface Mount Type, 36 inch:

- 1. Pexco LLC, City Post EAC, City Post SM, and City Post GD
- 2. 36" or 42" Omega Post by Impact Recovery systems with matching cap and reflective sheeting bands (per project requirements)

#### Lane Separation System:

- 1. Pexco LLC, "Flexi Guide (FG) 300 Curb System"
- 2. Qwick Kurb, "Klemmfix Guide System"
- 3. Dura-Curb System
- 4. Tuff Curb
- 5. FG 300 Turnpike Curb
- 6. Shur-Tite Products, SHUR-Curb, Model No. SF0200
- 7. Tuff Curb XLP

# **OBJECT MARKERS**

## Type "K", 18 inch:

- 1. Pexco LLC, Model FG318PE
- 2. Carsonite, Model SMD 615
- 3. FlexStake, Model 701 KM
- 4. Valtir Safe-Hit, Model SH718SMA
- 5. Impact Recovery Systems, Model 282-K
- 6. Hi-way Safety, Inc, Model CFURK
- 7. Shur-Tite Products, Shur-Flex Driveable

## Type "Q" Object Markers, 24 inch:

- 1. Bent Manufacturing "Masterflex" Model MF 360 24
- 2. Pexco LLC, Model FG324PE
- 3. Carsonite, "Channelizer"
- 4. FlexStake, Model 701KM
- 5. Valtir Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
- 6. Three D Traffic Works ID No. 531702W and TD 5200
- 7. Three D Traffic Works ID No. 520896W
- 8. Valtir Safe-Hit, Dura-Post SHLQ-24"
- 9. Flexible Marker Support, IMC 9484-24
- 10. Impact Recovery Systems, Model 282 –Q
- 11. Hi-way Safety, Inc, Model CFURQ

# MARKERS FOR CONCRETE BARRIER AND GUARD RAIL

## Impactable Type:

1. ARTUK, "FB"

2. Pexco LLC, Models PCBM 12, PCBM T12, PCBM 912, Hi Viz Flex Tab, PCBM L-16, PCBM 36, PCBM 15 and PCBM 915

- 3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- 4. Hi Way Safety, Inc., Model GMKRM100
- 5. Plastic Safety Systems "BAM" Models OM BARR and OM BWAR
- 6. Three D Traffic Works "Roadguide" Model TD 9300
- 7. Retroflex, RF3N1

#### Non Impactable Type:

- 1. ARTUK, JD Series
- 2. Plastic Safety Systems "BAM" Models OM BITARW and OM BITARA
- 3. Vega Molded Products, Models GBM and JD
- 4. Plastic Vacuum Forming, "Cap It C400"
- 5. Irwin Hodson Co., Barrier Traffic Reflector and A Shape HTR

# DELINEATORS FOR CONCRETE BARRIER AND GUARD RAIL

## METAL BEAM GUARD RAIL POST MARKERS (For use to the left of traffic):

- 1. Pexco LLC, "Mini" (3" x 10"), I-Flex
- 2. Creative Building Products, "Dura Bull, Model 11201"
- 3. Duraflex Corp., "Railrider"
- 4. Plastic Vacuum Forming, "Cap It C300"
- 5. Irwin Hodson Co., Barrier Traffic Reflector

# CONCRETE BARRIER DELINEATORS, 16 inch (For use to the right of traffic):

- 1. Pexco LLC, Model PCBM T 16
- 2. Valtir Safe-Hit, Model SH216RBM
- 3. Three D Traffic Works "Roadguide" Model 9400

# GUARD RAILING DELINEATOR (Place top of reflective element at 48 inches above plane of roadway) Wood Post Type, 27 inch:

- 1. Pexco LLC, FG 427 and FG 527
- 2. Carsonite, Model 427
- 3. FlexStake, Model 102 GR
- 4. GreenLine GRD 27
- 5. Valtir Safe-Hit, Model SH227GRD
- 6. Three D Traffic Works "Guardflex" TD9100
- 7. Pexco LLC, NDM27
- 8. Shur-Tite Products, Shur-Tite Flat Mount
- 9. Glasforms, Hiway-Flex, GR-27-00
- 10. Impact Recovery Systems, 200-GRP

## Barrier for Guardrail Visibility Enhancement:

- 1. UltraGuard Safety System, Potters Industries, Inc.
- 2. Worldwide Safety and Irwin Hodson, Monarch Butterfly Reflective Device (MBG only)
- 3. 3M, Linear Delineation System, Series 340

## **RETROREFLECTIVE SHEETING – CHANNELIZERS**

#### Channelizers, Barrier Markers, Delineators, Cone Sleeves, and drums:

- 1. Avery Dennison T 6500 Series, (For rigid substrate devices only)
- 2. Avery Dennison WR 7100, WR 7100M Series and WR 6100 Series
- 3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- 4. Orafol, AC 1000 Acrylic
- 5. Orafol, AP 1000 Metalized Polyester
- 6. Orafol, Conformalight, AR 1000 Abrasion Resistant Coating
- 7. 3M, High Intensity, Series 3310, Series 3910 and 3914
- 8. Avery Dennison WC-4100 Series

9. Oralite Super Bright Reboundable Sheeting 5934 Series (5934-010 White, 5934-035 Orange, 5934-V35 White/Orange Barricade and 5934-V30 White/Red Barricade)

10. Oralite Marathon Reboundable Sheeting 5935 Series (5935-010 White and 5935-038

To. Oralle Marathon Reboundable Sheeting 5:

Fluorescent Orange)

## **RETROREFLECTIVE SHEETING – SIGNS**

## Type VIII (Typically Unmetallized Microprismatic Element):

- 1. Avery Dennison, T 7500 Series
- 2. Avery Dennison, T 7511 Fluorescent Yellow
- 3. Avery Dennison, T 7513 Fluorescent Yellow Green
- 4. Avery Dennison, W 7514 Fluorescent Orange
- 5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
- 6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange
- 7. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92844 Fluorescent Yellow/Green
- 8. 3M Series 3940
- 9. 3M Series 3924S Fluorescent Orange
- 10. 3M Series 3921 Fluorescent Yellow
- 11. 3M Series 3923 Fluorescent Yellow Green

# Type IX (Typically Unmetallized Microprismatic Element):

- 1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
- 2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
- 3. 3M VIP Series 3990 Diamond Grade
- 4. Avery Dennison T 9500 Series
- 5. Avery Dennison, T9513, Fluorescent Yellow Green
- 6. Avery Dennison, W9514, Fluorescent Orange
- 7. Avery Dennison, T-9511 Fluorescent Yellow
- 8. Orafol, Oralite 5930, Fluorescent Orange
- 9. Orafol, Oralite 7900 Series

## Type XI (Typically Unmetallized Microprismatic Element):

- 1. 3M Diamond Grade, DG3, Series 4000
- 2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
- 3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
- 4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange

- 5. Avery Dennison, OmniCube, T-11500 Series
- 6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
- 7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
- 8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange
- 9. Orafol, Oralite 9900 Series, Brilliant Grade Premium

## ALTERNATIVE SIGN SUBSTRATES

#### Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

- 1. Fiber Brite (FRP)
- 2. Sequentia, "Polyplate" (FRP)
- 3. Inteplast Group "InteCel" (0.5 inch for Post Mounted CZ Signs, 48 inch or less) (PVC)
- 4. EcoStrate Sign, Model Traffic 025

# Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches:

- 1. Alcan Composites "Dibond Material, 80 mils"
- 2. Mitsubishi Chemical America, Alpolic 350
- 3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
- 4. Kommerling, USA, KomAlu 3 mm

## PORTABLE TRANSVERSE RUMBLE STRIPS

#### Portable Transverse Rumble Strips

- 1. Plastic Safety Systems, Inc, Models RoadQuake 2, RoadQuake 2F
- 2. TrafFix Devices, Inc, Model Alert High Speed Rumble Strips
- 3. Eco-Flex, Inc, Model Portable Rumble Strips

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

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

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type XI.

## Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

## **School Warning Signs:**

FYG, ASTM D 4956-01, Type IX.

#### **Guide Signs:**

T6501, ASTM D 4956-01, Type IV.

#### **Construction Signs:**

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

### Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

#### SIGNING MATERIALS LEGEND:

ASTM = American Standard for Testing Materials DG = Diamond Grade LDP = Long Distance Performance FDG = Fluorescent Diamond Grade FYG = Fluorescent Yellow Green

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## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

During the term of the Contract, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in all subcontracts to perform work under the contract.

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

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

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

The Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract

Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

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

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

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

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

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

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

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

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the

provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

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

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

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

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

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

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

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

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

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

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

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

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

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

Keep accurate payroll records.

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

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

2. Apprentices and the apprentice-to-journeyman ratio

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

1. Information contained in the payroll record is true, correct, and complete

2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project

3. Wage rates paid are at least those required by the Contract

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

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

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

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

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.

2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

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

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

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

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

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

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

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

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

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

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

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

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

# Add the following sentences to the 17th paragraph of section 7-1.04, "PUBLIC SAFETY":

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

zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

### 7-1.05A General

Indemnification - To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at 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, 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.

## **Replace section 7-1.06 with:**

#### 7-1.06 INSURANCE

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

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

<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 subcontractors, as well as any other entities named herein. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

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

<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.

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

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

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

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

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

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

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

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

<u>Workers' Compensation/Employers Liability</u> – 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.

<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 minimum combined single limits, per occurrence, as follows:

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

The policy coverage shall include:

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

<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 minimum combined single limit for bodily injury and property damage, per occurrence, as follows:

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

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

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

<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.

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

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

<u>Subcontractor Insurance Requirements</u> – The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the County as well as any other entities named herein as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

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

Delete section 7-1.11, "FEDERAL LAWS FOR FEDERAL-AID CONTRACTS."

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### **8 PROGRESS SCHEDULE**

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

#### 8-1.02 PROGRESS SCHEDULE

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

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

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

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

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

#### 8-1.04A General

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

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

- 1. Baseline progress schedule
- 2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
- 3. Fire Safety Plan

- 4. Notice to Residents, in English and Spanish
- 5. Notice of Materials to be Used
- 6. Subcontracting Request
- 7. Staging Area
- 8. Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP)
- 9. All other required environmental submittals.
- 10. Traffic Control Plan
- 11. Valid proof of approved permits, including Encroachment permit from the city, if applicable
- 12. List of personnel assigned to the project
- 13. Emergency contact list
- 14. Paving Plan
- 15. Phasing of Work
- 16. Quality Control Plan
- 17. Quality Control Program



- 18. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
- 19. Any other pre-construction submittals deemed necessary by the Engineer.

The above submittal requirements shall be completed within 15 calendar days after the Notice to Proceed with Submittals is issued. The Traffic Control Plan, however, shall be submitted prior to the pre-construction meeting.

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

## 8-1.04B Standard Start

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

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

# TWENTY FIVE (25) WORKING DAYS

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the

failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date.

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

#### 8-1.10A General

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

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

The Contractor shall pay the County the sum of

#### THIRTY FIVE HUNDRED DOLLARS

\$3,500) PER DAY

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

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9 PAYMENT

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

Delete the 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 14<sup>th</sup> paragraphs in section 9-1.03, "PAYMENT SCOPE." Replace the reference in the 16<sup>th</sup> paragraph to "Pub Cont Code §§ 10262 and 10262.5" in section 9-1.03, "PAYMENT SCOPE," with "Business and Professions Code section 7108.5."

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

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

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

County and Contractor acknowledge and agree that Public Contract Code section 7201 applies to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder relating to the construction of any public work of improvement. Pursuant to Public Contract Code section 7201 the County will retain **5%** of the payments made to Contractor and total retention proceeds withheld by County shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by County in the

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

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

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

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

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

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

#### 20104.50.

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

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

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

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

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

(e) For purposes of this article:

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

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

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

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

Delete the 2nd sentence in section 9-1.16D(1), "General." Delete reference to "Pub Cont Code § 10261.5" in section 9-1.16E(1), "General." Replace "may" with "shall" in the 1st sentence of section 9-1.16E(4), "Stop Notice Withholds."

Delete section 9-1.16F, "Retentions."

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9-1.22 CIVIL ACTION

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

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## DIVISION II – GENERAL CONSTRUCTION

#### 10-1.01 ORDER OF WORK

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

**First Order of Work** - The Contractor shall set up Portable Changeable Message Signs and obtain encroachment permits from the City of Hesperia for the locations outside of County jurisdiction specified in these Special Provisions and designated by the Engineer.

**Second Order of Work** - Prior to the start of construction, the Contractor shall coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per Section "Environmental Mitigation Measures" of these Special Provisions. If approved staging area is outside of existing road right-of-way, Contractor shall be required to submit construction staging agreement with property owner to the Engineer.

**Third Order of Work –** The Contractor shall request the County Surveyors to conduct a monument review to facilitate preservation of existing monuments. Attention is directed to the "Survey Monuments" section elsewhere in these Special Provisions.

**Fourth Order of Work –** The Contractor is responsible for determining, verifying and taking all necessary measurements and photos of all existing damaged surface road, prior to starting the construction. The purpose for measurements and photos of the above-mentioned is to establish a record of which shall be used for archiving.

Attention is directed to the following sections: "Supplemental Work At Force Account (Unforeseen Differing Site Conditions), "The Americans Disability Act (ADA) Requirements", Public Safety, Portable Changeable Message Signs, Traffic Control System and "As-Built Drawings and Miscellaneous References" elsewhere in these Special Provisions.

**Fifth Order of Work –** The Contractor shall post advance notice signs. Signs shall advise road users of anticipated intermittent delays dates.

**Sixth Order of Work** – The Contractor shall submit a Construction Phasing Plan for the entire project limits, detailing the proposed construction and staging for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The construction phasing plan must include mobilizations and traffic control activities, this plan should include materials, submittals, price per unit and also duration of activity.

**Seventh Order of Work** – The Contractor shall submit for approval their Quality Control Plan which outlines the testing for the entire project and must include a plan which outlines the equipment used, Construction Phasing as well as testing in the field. The Quality Control Plan must conform to the County QAP as well as any additional requirements ordered by the Engineer.

# Nothing in these Special Provisions shall relieve the Contractor of his responsibility to conform the stringent requirements of The Americans Disability Act (ADA)

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

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

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

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

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

If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

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

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

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

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

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

#### 10-1.03 PUBLIC SAFETY

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

The Contractor shall furnish, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

1) Storage Areas – Material or equipment is prohibited to be stored within the project area Right-Of-Way.

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

The **Contractor** shall confirm feasibility to construct the project without closure of any lanes or reducing the width of an existing lanes.

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

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

Water Pollution Control work shall conform to the provisions in Section 13-2, "Water Pollution Control Program," of the Standard Specifications and these special provisions and the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbook (Handbook) and addenda thereto issued up to and including the date of advertisement of the project. The Handbooks may also be downloaded from the Storm Water website Quality Manuals and Handbooks the following site: at web http://www.dot.ca.gov/hg/construc/stormwater/manuals.htm

The Water Pollution Control Program template can be downloaded from the following web site: <u>http://www.dot.ca.gov/hq/construc/stormwater/</u>

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

Attention is directed to section, "Supplemental Work At Force Account (Unforeseen Dewatering, Control of Water, Construction Protection and Imported Soil)" elsewhere in these Special Provisions.

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

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

### 10-1.05 MOBILIZATION

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

Mobilization shall conform to the provisions in section 9-1.16D, "Mobilization," of the Standard Specifications.

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

## 10-1.06 TRAFFIC CONTROL SYSTEM

#### A. GENERAL:

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

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

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

The Contractor shall comply with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control. Nothing in these Special Provisions is to be construed as to reduce the minimum standards in the CA MUTCD.

When applicable, the Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. Existing turn lanes for left and/or right turns, when present at intersections, shall remain open and operational.

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

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

The Contractor shall prepare a "Notice to Residents" and distribute copies of said notice to properties that are adjacent to and / or are directly impacted by the project, as determined by the Engineer. The notice shall use the "Notice to Residents" template attached in the List of Standard and Special Drawings (Green Pages). The notice shall be placed on the door of said properties a minimum of seven (7) days before the Contractor begins work. The notice shall be in both English and Spanish (back side).

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

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

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", of the 2015 Standard Specifications, and elsewhere in these Special Provisions, will be borne solely by the Contractor.

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

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

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

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

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

#### **B. SPECIAL CONDITIONS:**

#### I. During Construction Activities

Construction on Summit Valley Road shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project, or as directed by the Engineer.

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

**Pedestrian Safety:** The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable.

#### Attention is also directed to the Public Safety section of these special provisions.

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

#### II. During Non-construction activities

On **Summit Valley Road**, the Contractor must provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress. The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operations are not actively in progress. The Contractor shall stage his construction operations accordingly in order to meet the above stated requirements.

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

#### C. MEASUREMENT AND PAYMENT:

The contract lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the 2018 Standard Specifications and these Special Provisions. Full compensations for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing/installing, maintaining, relocating as necessary, removing and disposing of Advance Warning signs, including payment for permits, is included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements of these Special Provisions and those in Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the 2018 Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract price paid for **Traffic Control System**, and no additional compensation will be allowed therefore.

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

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

Full compensation for traffic control staging is included in the contract **Lump Sum (LS)** price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work", of the 2018 Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the 2018 Standard Specifications. No adjustment will be made for decreases.

#### 10-1.07 PORTABLE CHANGEABLE MESSAGE SIGNS

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the 2018 Standard Specifications.

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

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

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

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

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

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

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

PCMS shall be removed at the completion of the project.

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

#### 10-1.08 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

All existing vegetation shall be protected from injury or damage resulting from the Contractor's operations.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup," of the Standard Specifications.

Full compensation for clearing and grubbing shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing, as shown on the plans, shall be considered as included in the various contract items of work, and no additional compensation will be allowed therefor.

#### 10-1.09 CRACKS SEAL

Crack seal shall conform to the provisions in Section 37-6, "Crack seal," of the Standard Specifications and these special provisions.

Treat cracks from 1/4" to 1.5" in width for the entire length of the crack. Fill or repair cracks wider than 1.5" as ordered. Filling cracks wider than 1.5" is change of work.

For a traffic lane adjacent to a shoulder, treat cracks on the shoulder.

If in the event, severe cracks in the existing asphalt concrete surfacing were found on the paved traffic lanes and shoulders that are 1/4" (0.25") wide to 1.5" in width shall be prepared and filled with crack sealant in accordance with these special provisions.

# Cracks which are greater than 1.5" in width and potholes in the existing surface shall be filled with 3/8" max., HMA.

Crack seal and patching shall be completed at the locations shown on the plan prior to painting double yellow stripe and installation of channelizers as directed by Engineer.

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, and furnishing all labor, equipment, material (includes imported materials if needed), tools and incidentals and doing all work determined by the Engineer to fall under this section shall be considered to be included in lump sum for **Cracks Seal** and no separate payment will be made therefor.

#### 10-1.10 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

This work shall consist of the removal and disposal of existing or temporary traffic stripes, pavement markings, pavement markers, etc., in preparation for either the application of temporary delineation for public traffic or the application of permanent delineation as specified in the contract documents, and shall conform to the provisions of Section 84-9, "Existing Markings," of the Standard Specifications and these Special Provisions.

Traffic stripe and pavement marking removal shall be by mechanical means in conformance with SCAQMD rule 1140. Painting over or "blacking out" shall not be accepted. The Contractor shall obtain approval from the engineer on the final method of removal prior to performing the work.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not produce an image of the removed device. The Contractor shall extend removal method beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for **Remove Traffic Stripes and Pavement Markings** and no additional payment will be made therefor. Units of measure for payment for removal of stripes and pavement markings shall be based on the physical dimensions of the device being removed, prior to removal. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, Section 12-6, "Temporary Pavement Delineation," and Section 15, "Existing Facilities," of the Standard Specifications.

Where blast cleaning is used for the removal of painted traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of Remove Traffic Stripes and Pavement Markings.

The contract price paid for **Remove Traffic Stripes and Remove Pavement Markings** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions. Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the various contract items related to such work, and no additional payment will be made under **Remove Traffic Stripes and Remove Pavement Markings**.

#### 10-1.11 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans or where directed by the Engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs," of the Standard Specifications and these Special Provisions.

Metal posts shall be furnished and installed as shown on California 2014 MUTCD Figure 2A-2(CA) and County Std. Dwg. 303b (with the exception of post for street name markers). Anchor sleeves shall be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves shall not be used.

Portions of existing sidewalks shall be saw cut, removed and reconstructed with blockouts for roadside sign posts. Blockouts shall extend 2"+ outside the perimeter of the posts. Posts shall be concreted in place afterwards.

### Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation.

The contract unit price paid per each (EA) for **Roadside Sign** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing roadside signs, complete in place, including the installation of sign panels, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Regardless of the number of signs on a given post, the pay quantity shall be counted as one (1) Sign for each post.

#### 10-1.12 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS

Materials and application for painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions of paint traffic stripes in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications.

Traffic stripes and pavement markings shall be white or yellow to match the color of the existing markings as shown on the plans and/or as determined by the Engineer.

Traffic stripes and pavement markings shall be painted at locations shown on the plans and/or as determined by the Engineer.

The contract prices paid per Linear Foot (LF) for Paint Double 6" wide Yellow Traffic Stripe (2-Coat); and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### 10-1.13 MARKERS AND DELINEATORS/CHANNELIZERS

Markers and Delineators/Channelizers shall conform to the provisions in Section 82-5, "Markers" and Section 81-2, "Delineators" of the Standard Specifications and in these Special Provisions.

Markers and Delineators/Channelizers on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type V reflective sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

The Contractor shall install county furnishing channelizers 36" bolt-down White post (3" round) with yellow retroreflective sheeting per manufactures specifications at the spacing and locations shown on the plans,

## Attention is directed to Section 6-1.02, "County-Furnished Materials", of these special provisions.

The contract unit price paid **Each (EA)** for **Channelizer (bolt-down)** shall include full compensation for furnishing all labor, installation of materials tools, equipment and incidentals, and for doing all work involved installing county furnish **Channelizer (bolt-down)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### 10-1.14 DUST CONTROL

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

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

The CONTRACTOR is responsible for meeting and being in compliance with all of the requirements of the (Mojave or South Coast wherever the project applies) Air Quality

Management District's (AQMD) "Rule 403, Fugitive Dust" including, but not limited to, those requirements pertaining to a Large Operation. In addition to the CONTRACTOR providing all required personnel and signage, the CONTRACTOR is required to provide all mandatory forms, correspondence and recordkeeping information directly to AQMD and provide copies of said items to the ENGINEER or his authorized representative in a timely manner. The CONTRACTOR shall also submit his proposed program and sign detail to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the ENGINEER prior to the start of construction. Information on AQMD and "Rule 403, Fugitive Dust" can be found at http://www.mdaqmd.ca.gov/index.aspx?page=142. Should the County be fined due to failure of the contractor complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due to the contractor.

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

#### 10-1.15 ENVIRONMENTAL MITIGATION MEASURES

This work shall consist of furnishing all labor, materials, tools, equipment and incidentals; and performing all work necessary to comply with existing laws, codes, regulations, and/or permits related to Environmental Mitigation Measures and these special provisions. Contractor shall comply with the requirements of the permits from the Department of Fish and Game, the State Water Resources Control Board and the Corps of Engineers found elsewhere in these special provisions.

Environmental Mitigation Measures must comply with section 5-1.20B "Permits, Licenses Agreements and Certifications," section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

The Contractor shall comply with the following mitigation measures:

- All work, including equipment staging, will remain on disturbed areas. No new work
  outside disturbed areas or existing rights-of-way will be performed without further
  environmental evaluations. Standards best management practices shall be
  implemented during construction activities, especially those pertaining to dust control,
  erosion control, and stormwater pollution prevention. Please contact EMD, at (909) 3877897, with any questions.
- Should construction occur during nesting bird season (approximately March 15 through September 15), a nesting bird survey shall be required 3 days prior to the start of construction activities. If an active bird nest is located, a buffer will be established (minimum of 200 feet; 500 feet for raptors) in all directions, and this area shall not be disturbed until after September 15 or until the nest becomes inactive. Further, if the street improvements activities are phased, then a nesting bird survey shall be required at the start of each phase.
- A desert tortoise protection education program should be presented to all employees, inspectors, supervisors, contractors, and subcontractors who carry out proposed

activities at the project site. The education program should include discussions of the following:

- 1. The legal and sensitive status of the tortoise;
- 2. A brief discussion of tortoise life history and ecology;
- 3. Mitigation measures designed to reduce adverse effects to tortoises;
- 4. and protocols to follow if a tortoise is encountered, including appropriate contact points.
- To the extent possible, project activities should be scheduled when tortoises are inactive (typically November 1 to March 1).
- A desert tortoise preconstruction survey will need to be completed prior to start of work.
- For Projects Conducted during the Tortoise Activity Period (typically March 1 to November 1)
- Construction and operation activities should be monitored by a qualified desert tortoise biologist. The biologist should be present during all activities in which encounters with tortoises may occur. The biologist should watch for tortoises wandering into construction areas, check under vehicles, check at least three times per day any excavations that might trap tortoises, and conduct other activities necessary to ensure that death and injury of tortoises is minimized.
- If a tortoise is found in a project area, activities should be modified to avoid injuring or harming it. If activities cannot be modified, tortoises in harm's way should be moved in accordance with CDFW's Guidelines.
- Take, possession, or harassment of a desert tortoise is prohibited by State law, unless specifically authorized by CDFW.
- The project should designate a desert tortoise coordinator (DTC) who should be responsible for overseeing compliance with the mitigation measures.
- The DTC should be on site during project activities and should be familiar with and have a copy of the desert tortoise mitigation plan.
- A nesting bird and a burrowing owl survey will also need to be completed prior to start of work.
- Temporary fencing, such as chicken wire, snow fencing, chain link, and other suitable materials maybe used as directed by the DTC in some locations such as equipment staging areas to reduce encounters with tortoises on short-term projects, such as road maintenance projects, etc, where encounters with tortoises are likely.
- Unleashed dogs are prohibited in project areas.
- Vehicle use should be limited to existing or designated routes to the extent possible.

- Oil, fuel, pesticides, and other hazardous material spills should be cleaned up and properly disposed of as soon as they occur in accordance with applicable State and Federal regulations. All hazardous material spills must be reported promptly to the appropriate surface management agencies and hazardous materials management authorities.
- Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal, state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA Tel: 909-387-2978.

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

#### 10-1.16 SURVEY MONUMENTS

Attention is directed to Section 78-2, "Survey Monuments", of the Standard Specifications and these Special Provisions.

The Contractor shall request the County Surveyor to conduct a monument review survey at least two (2) weeks prior to the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide the contractor with locations of survey monuments prior to paving and will file the required pre-construction documentation. Monuments not disturbed or destroyed during normal construction activities which are within 0.20' of the existing surface prior to construction shall be left exposed at the completion of the paving project. The contractor shall install self-adhesive "I.D.Locators", or equivalent markers approved by the engineer, over monuments prior to paving and remove the markers at the completion of the paving.

The County Surveyor will reset or replace any survey monumentation located by the preconstruction survey which is destroyed or disturbed by normal construction activities associated with the project, and file the required documentation.

The Contractor shall preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a preconstruction survey, the contractor shall remove the damaged monument in its entirety prior to paving. Monuments not disturbed or damaged by construction activities may be left in place. If any survey monumentation is disturbed or destroyed through negligence of the contractor, or by reason of the Contractor's failure to conform to requirements of this section, the survey monumentation shall be replaced or restored by the County Surveyor at the Contractor's expense.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the **various items of work** and no additional compensation will be allowed therefore.

#### <u>10-1.17 PERMITS</u>

Prior to construction, the Contractor shall obtain permits as required for all work located within the City of Hesperia.

CITY OF HESPERIA

Engineering Division

9700 Seventh Avenue

Hesperia, CA 92345

(760) 760-947-1000

A copy of the encroachment permit application is in the Permits section (brown pages) of these Special Provisions for information and reference purposes.

The Contractor shall conform to all Permits requirements in performance of work on this project.

Full compensation for permit fees and complying with the requirements of the City of Hesperia with respect to operations under their jurisdiction, not otherwise provided for, shall be considered as included in the prices paid for the **various contract items** of work and no additional compensation will be allowed therefor.



# Permits and Agreements (Brown Pages)

#### LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

City of Hesperia encroachment permit (TBD)

CEQA Notice of Exemption

ARPA Attachment C



#### **CITY OF HESPERIA** ENCROACHMENT PERMIT APPLICATION

BEFORE YOU DIG CALL (800) 422-4133

CROSS STREET		PERMIT NO.
CONTACT PERSON EMAIL		TELEPHONE
LICENSE NO.	CLASSIFCATION	TELEPHONE
SUBCONTRACTOR LICENSE	CLASSIFICATION	SUBCONTRACTOR TELEPHONE
	CONTACT PERSON EMAIL LICENSE NO.	CONTACT PERSON EMAIL

	ENCH	ROACHMENT ITEMS	
CABLE TV	GAS	WATER	Traffic Control Plan Required
DRIVE APPROACH	PHONE	AS PER APPROVED PLAN	Night Work Only
EDISON	SEWER	Traffic Control per MUTCD	Miscellaneous

If you chos	e miscellaneous from above	, choose additional optic	on from	n list below:
Material Inspection	Utility Work	Staking		Punchlist
Complaint	Bus Stop	Potholes		Sidewalk Repair
Compaction Testing	Landscaping & Irrigation	Fencing/Walls		Street Repair
Bond walk	Monumentation	A.D.A. Compliance		

	DESCRIPTIO	ON OF W	ORK/WORK ORDE	ER NUMBER		
Duration of Work (days)	Anticipated Overt Yes	time Work: No□	Service Impacts to Schoo Yes	ls or Public Services: No□	Road or Lane Cl Yes□	osure: No□
	$-\lambda$	PERM	IT PROVISIONS			

- 2. Work in City right-of-way can only be done during regular business hours M F from 7am 5pm and no work will be permitted during City observed holidays.
- 3. Permittee must have a valid Contractor Licenses for work in City right-of-way: A General Engineering, or specialized C license for the specific discipline as accepted by the City.
- 4. Permittee is responsible for providing proper and continuous traffic control during the work per CA MUTCD, latest version (see No. 10).
- 5. Street closures are not permitted without coordination with Engineering Construction Inspection Supervisor and requested a minimum 7 days in advance.
- 6. Permittee shall protect existing improvements in place. Damages within the City right-of -way will be the responsibility of the contractor.
- 7. Permittee is responsible for coordinating work with all affected utility agencies (see No. 9).

8. Permittee shall provide continuous access to existing fire hydrants, streets, drives, and drive approaches unless otherwise approved by the City Engineer. SEE PAGE 2 OF THIS PERMIT FOR FURTHER CONDITIONS AND PROVISIONS.

Permission is hereby requested to encroach into public right of way to perform work as set forth above. It is understood that this permit is limited to the work described herein and that all work is to be done in compliance with the provisions shown on page 2 of this permit and with all other applicable rules, regulations and standards of the City, and that the permittee assumes full responsibility for said compliance, for acceptability of the work, and for repair of replacement thereof if defective, and for repair or replacement of any existing improvement damaged by the doing of the work.

I hereby certify and agree that all Ordinances of the City of Hesperia and the State of California will be complied with whether herein stated or not.

CONTRACTOR'S SIGNATURE	Date:
Permit Application Processing	g Time is Approximately 5 – 7 Business Days

FOR CITY USE: 
APPROVED SIGNED DATE DATE

# \*

#### CITY OF HESPERIA ENCROACHMENT PERMIT APPLICATION PAGE 2

- 9. Permittee shall save, keep, and hold harmless the City of Hesperia, its officers or agents from all damages, cost or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of performing work authorized by this permit which may be occasioned by an act or omission of the permittee, his agents or employees. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.
- 10. This permit shall be made available by the permittee at the work site. Accepted traffic control plan shall also be available onsite at all times.
- 11. Permittee shall notify public utility and irrigation water companies by calling Underground Service Alert at (800) 422-4133 two working days prior to the start of any work within the public right-of-way and shall pay for any removal or relocation work necessary.
- 12. Permittee shall adequately safeguard all excavations and obstructions with barricades, lights, and/or other suitable safety devices in conformance with the current "State of California Manual of Traffic Controls for Construction and Maintenance Work Zones" issued by the State of California Department of Transportation and Cal OSHA regulations. If the permittee fails to adequately safeguard the public, the City shall place barricades and lights at the expense of the permittee as follows: Current rental rate of each device plus labor and equipment cost, including overhead and any call out time, for placement for each occurrence. Permittee shall be responsible for replacement cost of any device damaged or lost. Replacement cost shall be actual cost plus 20%. Placement of any safety devices by City shall not relieve the permittee from any liability.
- 13. Permittee shall be responsible for preserving and/or replacement of any permanent survey markers, monuments, street ties, etc. disturbed, damaged, or lost because of construction activities.
- 14. Permit fees paid after work has commenced shall include a penalty fee in accordance with City regulations,
- 15. Any work done without proper inspection will be subject to rejection. Permittee shall request inspections as follows: When traffic control is installed within City right-of-way; When forms are complete and ready for concrete; When subgrade is compacted and ready for pavement or concrete; When excavation is started; When backfill compaction is in progress; When temporary resurfacing has been placed; When work authorized by the permit has been completed; Or at any time assistance is needed to assure compliance with City requirements.
- 16. Re-inspections required due to site or work not being ready for inspection when scheduled or for the replacement of defective work may result in additional inspection fees to be paid prior to any further inspections.
- 17. Requests for inspection that will be made before or after regular office hours (Monday-Friday 7 a.m. to 5 p.m.) shall be made by 7 am the day of inspection request and shall be paid entirely by the permittee as follows: Actual cost to the City including overhead and call out time; a deposit in the amount of the estimated cost as determined by the City Engineer shall be made prior to any overtime approval. Any requests for overtime work outside of normal business hours shall be coordinated and requested a minimum of 10 business days in advance of the work to be performed.
- 18. Cash deposits in excess of costs will be refunded after work is accepted for pavement placements, safety devices, overtime, etc.
- 19. The permittee shall clean and sweep the project adjacent areas at regular intervals and when requested by the City Engineer as necessary to maintain the project area in a clean and orderly condition at all times to the satisfaction of the City Engineer.
- 20. Final approval of any work will not be given until construction debris and excess material is removed and parkways are graded to conform to the standard street section.
- 21. Permittee shall remain responsible for satisfactory workmanship and material for one year after acceptance of improvements authorized by this permit and two years for encroachment on existing improvements.
- 22. All P.C.C. removals shall be done by saw cutting.
- 23. All A.C. removal shall be done by cutting a neat, straight, and vertical line one-foot minimum beyond and underminement or pavement cracking. Saw cutting may be required.
- 24. Continuous trenches of up to 500 Linear feet in length, and/or more than six laterals, and/or potholes in 500-foot section of asphalt concrete, the entire width (12 feet minimum) of the lane shall be overlaid with asphalt concrete. The area of overlay shall be uniformly tack coated. Asphalt concrete overlay must extend at least one foot laterally and five feet longitudinally beyond edges of excavated and/or damaged pavement. Any asphalt overlay shall have a minimum practical thickness of one tenth (.10') (reference City Standard Drawings ST-6).
- 25. Asphalt pavement, including resurfacing shall be constructed of base course Type B PG-64-16 No RAP and surface course type C2 PH64-16 No Rap. Asphalt concrete conforming to the requirements of Section 203 of the Standard Specifications for Public Works Construction, unless otherwise specified by the City Engineer. The City does not allow RAP in asphalt mixes.
- 26. Permittee may be required to construct permanent asphalt concrete pavement in the public right-of-way to provide protection to existing improvements which are in danger of being damaged by storm generated waters and/or debris. This protection will be provided within 24 hours, when it is determined by the City Engineer that an unsafe condition exists. All mix designs per current edition of "Greenbook".
- 27. Concrete curb, walk, gutters, cross gutters, driveway approaches and alley entrances shall be constructed of Class 560-C-3250 Portland cement concrete conforming to the requirements of Subsection 201-1 of the Standard Specifications for Public Works Construction, which shall be cured with Type II Curing Compound in accordance with the provisions of Subsection 201-4.1 of the Standard Specifications for Public Works Construction, unless otherwise specified by the City Engineer.
- 28. All construction materials (base, asphalt, concrete) and parts and materials for sewer, water, storm drain shall be accepted by the city prior to commencement of work. Any materials not conforming with the city's approved materials list, specifications or standard plans are subject to rejection.
- 29. Permittee shall provide the City Engineer passing compaction test results, taken by a licensed Engineer or testing laboratory, prior to any construction. Test locations shall be reviewed with the inspector, over all utility main lines at intervals not exceeding 300 feet; over a minimum of 1/3 of all utility laterals; 2 minimum under all proposed cross gutters; under curb and gutter at intervals not exceeding 500 feet; under all proposed A.C. surfacing at intervals not exceeding 500 feet. All tests shall be taken at a depth of 3 feet and at 6 inches. Additional test may be required as directed by the City Engineer. All test failure locations shall be recompacted and retested near previous test.
- 30. Permittee shall backfill, densify, and repair pavement over all work, including but not limited to all sewer, storm, water, gas, electrical and telephone repair or installation excavations in accordance with Section 306-1.3 of the Standard Specifications for Public Works Construction, unless otherwise specified by the City Engineer.

#### CITY OF HESPERIA ENCROACHMENT PERMIT REQUIREMENTS (Revised August 28, 2014)

Construction within the City's right-of-way without a permit will be required to stop work immediately and obtain a permit. Permit issuance will be based on the following:

#### **RISK EVALUATION**

The following factors shall be considered in evaluating the project as being "high risk" or "low risk". High risk jobs will require higher insurance limits. (i.e. Sewer trench across Main St. will require minimum \$2,000,000 General Liability coverage.)

HIGH RISK	LOW RISK
High volume	Off travel way
High accident	Short duration
High speed	Protected by curb or berm
Large construction project	No failures likely
Long duration	Small trench work
Detour off road required	Good traffic conditions
Stability of trench work	High visibility
Method of work to be done	

#### MINIMUM INSURANCE REQUIREMENT

- \$2,000,000 General Aggregate (this is considered a \$1,000,000 policy)
- \$1,000,000 General Liability
- \$1,000,000 Automobile Liability

Any Auto must be checked OR

Scheduled Auto must be checked Hired Autos must be checked Non-Owned Autos must be checked

\$1,000,000 Worker's Compensation and Employer's Liability

An Endorsement is required on the General Liability policy. It shall include:

- 1. Insured's name and policy number.
- 2. Endorsement is to be signed and dated by the insurance agent.
- 3. The City of Hesperia and its Officers, Officials, Employees and Volunteers as the name of the Additional Insured for the General Liability only.

#### **OTHER REQUIREMENTS**

- 1. Valid Contactor Licenses for work in City right-of-way are:
  - a. A General Engineering
  - b. C7 Low Voltage Systems
  - c. C8 Concrete
  - d. C12 Earthwork & Paving
- 2. Valid Business License City of Hesperia
- 3. Cal Osha Permit is required for trenches 5' or deeper
- e. C16 Fire Protection
- f. C27 Landscaping
- g. C34 Pipeline
- h. C42 Sanitation



# **Interoffice Memo**

**DATE** July 5, 2024

**PHONE** 387-8109

FROM ARLENE B. CHUN, M.S., P.E., Engineering Manager Environmental Management Division

**MAIL CODE** 0835

TO ANTHONY PHAM, P.E., Engineering Manager Traffic Division

**N**.O.# H15255

#### SUBJECT: SUMMIT VALLEY ROAD CHANNELIZER AND WARNING SIGN INSTALLATION

#### **PROJECT DESCRIPTION**

The San Bernardino County Traffic Division proposes to implement traffic safety improvements along Summit Valley Road. This project involves the installation of centerline channelizers and warning signs in both directions on Summit Valley Road, as well as the re-painting of faded double yellow stripes at various segments. The work will occur along a 5.40-mile stretch of Summit Valley Road, starting from 1.36 miles north of State Route 138 and extending to the south city limits of the City of Hesperia. No vegetation, trees, or existing buildings will be impacted, and no streambed or storm drain will be affected. The work is expected to last five working days, with no construction lighting or traffic detour required. The project does not require any utility relocations, and it will be conducted within the existing right-of-way.

#### **PROJECT LOCATION**

Summit Valley Road, starting 1.36 miles north of State Route 138 and extending northeast for 5.40 miles to the southern city limits of Hesperia.

#### **BIOLOGICAL RESOURCES EVALUATION**

The Environmental Management Division (EMD) of the San Bernardino County Department of Public Works, Ecological Resource Specialist, conducted a comprehensive evaluation of the proposed Summit Valley Road Channelization Project. This evaluation included a literature review and a site visit on June 24, 2024. A review of the California Natural Diversity Database (CNDDB) indicated the presence of several federally and state-listed endangered and/or threatened species within the Silverwood Lake, Cajon, and Hesperia quadrangles, but none within the project site itself. The potential for impacting sensitive species is minimal due to the project's location on a busy paved road with limited shoulder activity.

While the project avoids habitats for sensitive species, it utilizes disturbed shoulders for sign installation. As per California AB122 Chapter 11.5, all Joshua Trees will be avoided; please note, however, one is located approximately fifty (50) feet from the road shoulder near the northeast end of the project.

Because of the limited nature of the road work, we have determined that project related activities will not directly impact any sensitive habitat and/or species. However, to ensure no impacts to species the following actions should be taken:

#### **Biological Resource Conditions:**

- If work occurs during the nesting bird season (March 1 August 31), a pre-construction nesting bird survey must be conducted no more than three days prior to the start of work.
   Please contact Ecological Resource Specialist, Michael Rathbun at (909) 387-1868 at least 48 hours in advance.
- 2. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored. Please contact Ecological Resource Specialist, Michael Rathbun at (909) 387-1868 at least 48 hours in advance.
- 3. All unpaved staging areas will be surveyed and cleared by a biologist prior to equipment staging.
- 4. Any Joshua Tree, living or dead, near the project alignment will be avoided.

#### CULTURAL RESOURCE EVALUATION

The EMD Cultural Resources Specialist (CRS) reviewed the project and concluded that archaeological sites have been recorded near to the project area but will not be impacted. A records search indicates a large prehistoric site is adjacent to the project area. Several other historic-era sites, including Old Spanish Trails and linear resources, are present.

Because of the limited nature of the road work, we have determined that project related activities will not directly impact cultural resources. However, to ensure no impacts to cultural resources the following actions should be taken:

#### Cultural Resource Conditions:

- 1. Prehistoric archaeological sites are located adjacent to the Project Area. No activities shall take place that are not described in the above-referenced emails and environmental review documents. No use of private land for stockpiling, ingress and egress and staging unless disclosed for review.
- 2. Should subsurface prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resources should proceed in accordance with all appropriate Federal, State, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- 3. If human remains are encountered during construction, then the San Bernardino County Coroner's Office must be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA.

#### **ENVIRONMENTAL DETERMINATION**

In compliance with CEQA, EMD staff has reviewed the proposed Summit Valley Road channelizer and warning sign installation project and concluded the following:

The Proposed Project falls within the "common sense exemption" under section 15061(b)(3) of the CEQA guidelines. The subject project range is not located in an area of statewide, regional, or areawide concern and does not have significant value for wildlife habitat or other environmental purposes, as the proposed areas have been previously disturbed. Under Section 15061(b)(3), the "common sense exemption where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Additionally, this project falls within the Class 4 Categorical Exemption "Minor Alterations to Land" under section 15304 of the CEQA guidelines. Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes, to include signage and channelizers.

#### **GENERAL CONDITIONS**

- 1. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle in order to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. **Please contact EMD, at (909) 387-8109, with any questions.**
- 2. No new work outside disturbed areas or existing rights-of-way will be performed without further environmental evaluations. Consult with EMD relating to all proposed staging areas, including equipment staging. Material staging area shall be clearly delineated in order to keep equipment and trucks within existing and previously paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance rights-of-way, and designated storage, staging, and parking areas. Off-road traffic outside of these designated areas shall be prohibited.

It is our opinion that the Summit Valley Road channelizer and warning sign installation project meets the criteria for an exemption under Section 15061(b) as well as Section 15304 of the CEQA Guidelines.

To complete the Categorical Exemption process, I recommend that a Notice of Exemption (NOE), together with the required fee, be filed with the Clerk of the Board of Supervisors of San Bernardino County and then be submitted to the State Office of Planning and Research (OPR). A NOE to be filed is included with this Memo. Please let us know if you require assistance with those tasks.

Should you need further information or have any questions, please contact Ayida Smith, Planner II, at <u>ayida.smith@dpw.sbcounty.gov</u> or (909) 387-8109.

#### ABC:AS:ml

cc: Lei Li, Traffic Division Ayida Smith, EMD

Attachments: ATTCH 1\_NOE\_ Summit Valley Road Channelization ATTCH 2\_Location Maps

#### **Notice of Exemption**

- To: Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814
  - Clerk of the Board of Supervisors
     County of San Bernardino
     385 North Arrowhead Avenue, Second Floor
     San Bernardino, CA 92415-0130

#### **Project Description**

**Project Title:** Summit Valley Road Channelizer and Warning Sign Installation

**Project Location:** Summit Valley Road, starting 1.36 miles north of State Route 138 and extending northeast for 5.40 miles to the southern city limits of Hesperia.

**Project Description:** The San Bernardino County Traffic Division proposes to implement traffic safety improvements along Summit Valley Road. This project involves the installation of centerline channelizers and warning signs in both directions on Summit Valley Road, as well as the re-painting of faded double yellow stripes at various segments. The work will occur along a 5.40-mile stretch of Summit Valley Road, starting from 1.36 miles north of State Route 138 and extending to the south city limits of the City of Hesperia. No vegetation, trees, or existing buildings will be impacted, and no streambed or storm drain will be affected. The work is expected to last five working days, with no construction lighting or traffic detour required. The project does not require any utility relocations, and it will be conducted within the existing right-of-way.

Arlene B. Chun, M.S., P.E.

Lead Agency Contact Person

(909) 387-8109

<b>Applicant</b> San Bernardino County Department o <u>f Pu</u> blic Works
825 E. Third Street
Address San Bernardino, CA 92415-0835
(909) 387-8109
Phone
Representative
Ayida Smith, Planner II
Name
Same as Applicant
Address
Same as Applicant
Phone
tion 15061(b)(3) the "common sense exemption" and Alterations to Land".

San Bernardino County Department of Public Works

Environmental Management Division 825 E. Third Street, Room 123 San Bernardino, CA 92415-0835

Exempt Status: (check one)

1

Ministerial [Sec. 21080(B)(1); 15268];

- Declared Emergency [Sec. 21080(B)(3); 15269(a)];
- Emergency Project [Sec. 21080(B)(4); 15269(b)];

From:

Other Exemption:

Reasons why project is exempt: Section 15061(b)(3). This project is exempt under the "common sense exemption"; it can be seen with certainty that there is no possibility that project activities may have a significant effect on the environment. Section 15304: This project is exempt under "Minor Alterations to Land" as a result of minor public or private alterations of land.

Allem & Classic Engineering N	lanager, Environmental Mgmt. Div.	7/05/2024
Signature Arlene B. Chun, M.S., P.E.	Title	Date
Signed by Lead Agency Signed	by Applicant	

Date received for filing at OPR: <u>N/A</u>

General Prevailing Wage Rates (Blue Pages)

inserted here

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

#### Craft: Asbestos Worker, Heat and Frost Insulator #

#### **Determination:**

SC-3-5-1-2024-1

#### **Issue Date:**

August 22, 2024

#### Expiration date of determination:

June 29, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

#### Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Daily	Saturday	Saturday	Sunday/
Classification	Hourly	and		and				Hourly	Overtime	Overtime	Overtime	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Rate	Rate	Hourly
									(1 ½ X)	(2 X)	(1 ½ X)	(2 X)	Rate
Mechanic	\$56.32ª	\$12.28 <sup>b</sup>	\$8.12°	\$4.24	\$1.89	<b>\$</b> 0.00	8.0	\$82.85	\$111.01 <sup>d</sup>	\$139.17 <sup>e</sup>	\$111.01 <sup>f</sup>	\$139.17 <sup>e</sup>	\$139.17 <sup>9</sup>

Determination: SC-3-5-1-2024-1 and SC-3-5-3-2024-1 Page 2 of 3

#### **Determination:**

SC-3-5-3-2024-1

#### **Issue Date:**

August 22, 2024

#### Expiration date of determination:

June 29, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Wages and Emp	oloyer Pay	yments:									
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and	_			Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
				-					Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
Hazardous											
Material	\$32.30 <sup>h</sup>	\$6.88 <sup>i</sup>	\$6.17	\$0.00	\$0.82	\$0.00	8.0	\$46.17	\$62.32	\$62.32	\$62.32 <sup>j</sup>
Handler											
Mechanic											

#### Note:

Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors' Registration Unit, DOSH at (916) 574-2993.

#### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

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

Determination: SC-3-5-1-2024-1 and SC-3-5-3-2024-1 Page 3 of 3

- <sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <u>Prevailing Wage Apprentice Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).
- <sup>a</sup> Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.
- <sup>b</sup> Includes \$0.01 for Occupational Health Plan.
- <sup>c</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.
- <sup>d</sup> Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.
- <sup>e</sup> Rate applies to all other Daily and Saturday overtime hours.
- <sup>f</sup> Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.
- <sup>9</sup> \$195.49 per hour for work on Labor Day. For maintenance and asbestos abatement projects, Sundays and observed holidays may be worked at the time and one half rate.
- <sup>h</sup> Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.
- <sup>1</sup> Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.01 for Occupational Health Plan.
- <sup>j</sup> \$110.77 per hour for work on Labor Day.

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

#### **Craft: Fire Safety and Miscellaneous Sealing**

#### **Determination:**

SC-3-5-4-2021-1

#### **Issue Date:**

August 22, 2021

#### Expiration date of determination:

August 31, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

#### Localities:

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

#### Wages and Employer Payments:

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

#### Determination: SC-3-5-4-2021-1 and SC-204-X-18-2023-1 Page 2 of 5

#### Wages and Employer Payments (Shift):

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

Determination: SC-3-5-4-2021-1 and SC-204-X-18-2023-1 Page 3 of 5

#### **Determination:**

SC-204-X-18-2023-1

#### Issue Date:

August 22, 2023

#### Expiration date of determination:

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

#### Localities:

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

#### Wages and Employer Payments:

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

#### Wages and Employer Payments (Shift):

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

#### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>&</sup>lt;sup>a</sup> Rate applies to the first 2 daily overtime hours and the first 8 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>&</sup>lt;sup>b</sup> No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

<sup>&</sup>lt;sup>c</sup> The 1st man on a job site shall be a Class IV Fire Safety Technician. A Class IV must be on a job site at all times.

<sup>&</sup>lt;sup>d</sup> Includes an amount per hour worked for Administrative Dues.

<sup>e</sup> Includes an amount for Occupational Health and Research.

<sup>f</sup> Rate applies to the first 2.5 daily overtime hours on the 2nd shift; first 3 daily overtime hours on the 3rd shift; and the first 7.5 hours (2nd shift) and first 7 hours (3rd shift) worked on Saturday. All other overtime is at the Sunday & Holiday rate.

<sup>9</sup> When 2 or 3 shifts are employed, the 2nd shift shall work 7.5 hours for 8 hours pay; the 3rd shift shall work 7 hours for 8 hours pay.

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

<sup>i</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

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

#### Craft: Carpenter and Related Trades<sup>#</sup>

#### Determination:

SC-23-31-2-2024-2

#### **Issue Date:**

August 22, 2024

#### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

#### Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday a	Training	Other <sup>b</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 ½ X) d	Sunday/ Holiday Overtime Hourly Rate (2 X)
Carpenter <sup>e f</sup> , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	\$50.29	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.82	\$102.965	\$102.965	\$128.11
Pile Driverman <sup>g</sup> , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	\$50.42	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.95	\$103.160	\$103.160	\$128.37
Bridge Carpenter <sup>e</sup>	\$50.42	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.95	\$103.160	\$103.160	\$128.37
Shingler <sup>e</sup>	\$50.42	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.95	\$103.160	\$103.160	\$128.37
Saw Filer	\$50.38	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.91	\$103.100	\$103.100	\$128.29
Table Power Saw Operator	\$50.39	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.92	\$103.115	\$103.115	\$128.31
Pneumatic Nailer or Power Stapler	\$50.42	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.95	\$103.160	\$103.160	\$128.37

#### Determination: SC-23-31-2-2024-2 and SC-31-741-1-2023-1 Page 2 of 3

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and	_	b		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
									(1 ½ X) °	(1 ½ X) <sup>d</sup>	Rate
											(2 X)
Roof Loader of Shingles	\$35.20	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$62.73	\$80.330	\$80.330	\$97.93
Scaffold Builder	\$42.67	\$8.50	\$6.41	\$7.53	\$0.72	\$3.94	8.0	\$69.77	\$91.105	\$91.105	\$112.44
Millwright <sup>e</sup>	\$50.79	\$8.75	\$6.16	\$7.46	\$0.72	\$4.64	8.0	\$78.52	\$107.645	\$107.645	\$136.77
Head Rockslinger	\$50.52	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$78.05	\$103.310	\$103.310	\$128.57
Rock Bargeman or	\$50.32	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.85	\$103.010	\$103.010	\$128.17
Scowman	ψ00.02	ψ0.75	ψ0.10	ψ1.40	ψ0.72	ψ	0.0	ψ/1.00	ψ105.010	φ105.010	φ120.17
Diver, Wet	\$108.84 <sup>i</sup>	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$136.37	\$190.790	\$190.790	\$245.21
(Up To 50 Ft. Depth) <sup>h</sup>	ψ100.04	ψ0.75	φ0.10	Ψ7.40	Ψ0.1Z	ψ4.44	0.0	ψ100.07	ψ190.790	φ190.790	φ245.21
Diver, (Stand-By) <sup>h</sup>	\$54.42 <sup>i</sup>	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$81.95	\$109.160	\$109.160	\$136.37
Diver's Tender <sup>h</sup>	\$53.42	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$80.95	\$107.660	\$107.660	\$134.37
Assistant Tender (Diver's) <sup>h</sup>	\$50.42	\$8.75	\$6.16	\$7.46	\$0.72	\$4.44	8.0	\$77.95	\$103.160	\$103.160	\$128.37

#### **Determination:**

SC-31-741-1-2023-1

#### **Issue Date:**

August 22, 2023

#### Expiration date of determination:

May 31, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

#### Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Hours	Total	Daily	Saturday	Holiday
Classification	Hourly	and		and	_		Hourly	Overtime	Overtime	Overtime
	Rate	Welfare		Holiday			Rate	Hourly	Hourly	Hourly
(Journeyperson)				а				Rate	Rate	Rate
								(1 ½ X)	(1 ½ X) <sup>i</sup>	(2 X)
Terrazzo Installer	\$44.34	\$8.25	\$5.91	\$4.69	\$0.62	8.0	\$63.81	\$85.980	\$85.980	\$108.150
Terrazzo Finisher	\$37.84	\$8.25	\$5.91	\$4.69	\$0.62	8.0	\$57.31	\$76.23	\$76.23	\$95.15

Determination: SC-23-31-2-2024-2 and SC-31-741-1-2023-1 Page 3 of 3

#### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

- <sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <u>Prevailing Wage Apprentice Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).
- <sup>a</sup> Includes an amount for supplemental dues.
- <sup>b</sup> Includes an amount for Annuity.
- <sup>c</sup> All overtime worked Mon Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.
- <sup>d</sup> First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.
- <sup>e</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.
- <sup>f</sup> A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.
- <sup>9</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of used pressure-treated creosote piling.
- <sup>h</sup> Shall receive a minimum of 8 hours pay for any day or part thereof.
- <sup>i</sup> Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

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

#### Craft: Modular Furniture Installer (Carpenter)<sup>#</sup>

#### Determination:

SC-23-31-16-2024-2

#### Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

#### Localities:

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

#### Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	6 <sup>th</sup>	7 <sup>th</sup>
	Hourly	and		and				Hourly	Overtime	Workday	Workday/
Classification	Rate	Welfare		Holiday <sup>a</sup>				Rate	Hourly	Overtime	Holiday
Classification									Rate <sup>b</sup>	Hourly	Overtime
(Journeyperson)									(1 ½ X)	Rate <sup>b</sup>	Hourly
										(1 ½ X)	Rate
											(2 X)
Modular Installer: Installer	\$23.50	\$6.21	\$2.50	\$3.10	\$0.10	\$0.03	8.0	\$35.44	\$47.19	\$47.19	\$58.94
Modular Installer: Lead Installer	\$25.50	\$6.21	\$2.50	\$3.10	\$0.10	\$0.03	8.0	\$37.44	\$50.19	\$50.19	\$62.94

#### **Recognized holidays:**

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

#### 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: SC-23-31-16-2024-2 Page 2 of 2

<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.

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

<sup>a</sup> Includes an amount for Supplemental Dues.

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

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

#### Craft: Fence Builder (Carpenter)#

#### Determination:

SC-23-31-20-2024-2

#### **Issue Date:**

August 22, 2024

#### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

#### Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other <sup>a</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 ½ X) °	Sunday/ Holiday Overtime Hourly Rate
Fence Builder	\$46.77	\$8.75	\$6.00	\$7.21	\$0.67	\$3.33	8.0	\$72.73	\$96.115	\$96.115	\$119.50

#### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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

<sup>c</sup> Saturdays in the same work week may be worked at straight-time for the first 8 hours if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

<sup>&</sup>lt;sup>a</sup> Includes an amount for Annuity.

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

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

#### **Determination:**

SC-23-63-2-2024-1B

#### Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

#### Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$59.75	8	\$94.08	\$123.96	\$123.96	\$153.83
Group 2	\$60.53	8	\$94.86	\$125.13	\$125.13	\$155.39
Group 3	\$60.82	8	\$95.15	\$125.56	\$125.56	\$155.97
Group 4	\$60.96	8	\$95.29	\$125.77	\$125.77	\$156.25
Group 5	\$61.18	8	\$95.51	\$126.10	\$126.10	\$156.69
Group 6	\$61.29	8	\$95.62	\$126.27	\$126.27	\$156.91
Group 7	\$61.41	8	\$95.74	\$126.45	\$126.45	\$157.15
Group 8	\$61.58	8	\$95.91	\$126.70	\$126.70	\$157.49
Group 9	\$61.75	8	\$96.08	\$126.96	\$126.96	\$157.83
Group 10	\$62.75	8	\$97.08	\$128.46	\$128.46	\$159.83
Group 11	\$63.75	8	\$98.08	\$129.96	\$129.96	\$161.83
Group 12	\$64.75	8	\$99.08	\$131.46	\$131.46	\$163.83
Group 13	\$65.75	8	\$100.08	\$132.96	\$132.96	\$165.83

#### **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

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

## **Determination:**

SC-23-63-2-2024-1B

# Issue Date:

August 22, 2024

# Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$60.75	8	\$95.08	\$125.46	\$125.46	\$155.83
Group 2	\$61.53	8	\$95.86	\$126.63	\$126.63	\$157.39
Group 3	\$61.82	8	\$96.15	\$127.06	\$127.06	\$157.97
Group 4	\$61.96	8	\$96.29	\$127.27	\$127.27	\$158.25
Group 5	\$62.18	8	\$96.51	\$127.60	\$127.60	\$158.69
Group 6	\$62.29	8	\$96.62	\$127.77	\$127.77	\$158.91
Group 7	\$62.41	8	\$96.74	\$127.95	\$127.95	\$159.15
Group 8	\$62.58	8	\$96.91	\$128.20	\$128.20	\$159.49
Group 9	\$62.75	8	\$97.08	\$128.46	\$128.46	\$159.83
Group 10	\$63.75	8	\$98.08	\$129.96	\$129.96	\$161.83
Group 11	\$64.75	8	\$99.08	\$131.46	\$131.46	\$163.83
Group 12	\$65.75	8	\$100.08	\$132.96	\$132.96	\$165.83
Group 13	\$66.75	8	\$101.08	\$134.46	\$134.46	\$167.83

## **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

# CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER, MULTI-SHIFT) #

## **Determination:**

SC-23-63-2-2024-1B

Issue Date:

August 22, 2024

## Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours <sup>f</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$60.75	8	\$95.08	\$125.46	\$125.46	\$155.83
Group 2	\$61.53	8	\$95.86	\$126.63	\$126.63	\$157.39
Group 3	\$61.82	8	\$96.15	\$127.06	\$127.06	\$157.97
Group 4	\$61.96	8	\$96.29	\$127.27	\$127.27	\$158.25
Group 5	\$62.18	8	\$96.51	\$127.60	\$127.60	\$158.69
Group 6	\$62.29	8	\$96.62	\$127.77	\$127.77	\$158.91
Group 7	\$62.41	8	\$96.74	\$127.95	\$127.95	\$159.15
Group 8	\$62.58	8	\$96.91	\$128.20	\$128.20	\$159.49
Group 9	\$62.75	8	\$97.08	\$128.46	\$128.46	\$159.83
Group 10	\$63.75	8	\$98.08	\$129.96	\$129.96	\$161.83
Group 11	\$64.75	8	\$99.08	\$131.46	\$131.46	\$163.83
Group 12	\$65.75	8	\$100.08	\$132.96	\$132.96	\$165.83
Group 13	\$66.75	8	\$101.08	\$134.46	\$134.46	\$167.83

## **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

## Determination: SC-23-63-2-2024-1B Page 4 of 5

# **Recognized holidays:**

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

## Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# **Classifications:**

**Group 1** Engineer Oiler

Group 2

Truck Crane Oiler

# Group 3

A-Frame or Winch Truck Operator Ross Carrier Operator (Jobsite)

# Group 4

Bridge-Type Unloader and Turntable Operator Helicopter Hoist Operator Ojjo Earth Truss Driver Machine Operator or similar types Snobble Unit (pin-n-go or similar type)

# Group 5

Hydraulic Boom Truck/Knuckleboom Stinger Crane (Austin-Western or similar type) Tugger Hoist Operator (1 drum)

# Group 6

Bridge Crane Operator Cretor Crane Operator Hoist Operator (Chicago Boom and similar type) Lift Mobile Operator Lift Slab Machine Operator (Vagtborg and similar types) Material Hoist and/or Manlift Operator Polar Gantry Crane Operator Prentice Self-Loader Self Climbing Scaffold (or similar type) Shovel, Dragline, Clamshell Operator (over <sup>3</sup>/<sub>4</sub> yd and up to 5 cu yds, M.R.C.) Silent Piler

Tugger Hoist Operator (2 drum)

# Group 7

Pedestal Crane Operator Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.) Tower Crane Repairman Tugger Hoist Operator (3 drum)

# Group 8

Crane Operator (up to and including 25 ton capacity) Crawler Transporter Operator Derrick Barge Operator (up to and including 25 ton capacity) Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity) Rotational Telehandler Operator Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types) Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.) **Group 9** Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)

Highline Cableway Operator

# Determination: SC-23-63-2-2024-1B Page 5 of 5

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons

# Group 10

**ABI/Fundex Machine** 

- Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)
- Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
- Shovel, Dragline, Clamshell Operator (over 10 cu. yrds.)

# Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)

- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)
- Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

# Group 12

- Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
- Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)
- Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

# Group 13

Crane Operator (over 300 tons) Derrick Barge Operator (over 300 tons)

Helicopter Pilot

- Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
- Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)
- Mobile Tower Crane Operator (over 300 tons)

# **MISCELLANEOUS PROVISIONS:**

- 1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- 2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive two dollars per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

- <sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.
- <sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.
- <sup>d</sup> Includes an amount for Annuity.
- <sup>e</sup> Includes an amount withheld for supplemental dues.
- <sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate. Monday through Friday.

<sup>&</sup>lt;sup>#</sup> 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). <sup>a</sup> For classifications within each group, see Pages 4 and 5.

# CRAFT: TUNNEL (OPERATING ENGINEER) #

## **Determination:**

SC-23-63-2-2024-1C

#### **Issue Date:**

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$60.25	8	\$94.58	\$124.71	\$124.71	\$154.83
Group 2	\$61.03	8	\$95.36	\$125.88	\$125.88	\$156.39
Group 3	\$61.32	8	\$95.65	\$126.31	\$126.31	\$156.97
Group 4	\$61.46	8	\$95.79	\$126.52	\$126.52	\$157.25
Group 5	\$61.68	8	\$96.01	\$126.85	\$126.85	\$157.69
Group 6	\$61.79	8	\$96.12	\$127.02	\$127.02	\$157.91
Group 7	\$61.91	8	\$96.24	\$127.20	\$127.20	\$158.15
Group 8	\$63.26	8	\$97.59	\$129.22	\$129.22	\$160.85
Group 9	\$62.21	8	\$96.54	\$127.65	\$127.65	\$158.75

# **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

Determination: SC-23-63-2-2024-1C Page 2 of 4

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

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

# Determination:

SC-23-63-2-2024-1C

# Issue Date:

August 22, 2024

# Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and total hourly rates (including employer payments):

	Basic		Total	Daily	Saturday	Sunday/Holiday
Classification <sup>a</sup>	Hourly	Hours	Hourly	Overtime	Overtime	Overtime
(Journeyperson)	Rate	TIOUIS	Rate	Hourly Rate <sup>b</sup>	Hourly Rate <sup>c</sup>	Hourly Rate
	Tate		Trate	(1½ x)	(1½ X)	(2 x)
Group 1	\$60.25	7.5	\$94.58	\$124.71	\$124.71	\$154.83
Group 2	\$61.03	7.5	\$95.36	\$125.88	\$125.88	\$156.39
Group 3	\$61.32	7.5	\$95.65	\$126.31	\$126.31	\$156.97
Group 4	\$61,46	7.5	\$95.79	\$126.52	\$126.52	\$157.25
Group 5	\$61.68	7.5	\$96.01	\$126.85	\$126.85	\$157.69
Group 6	\$61.79	7.5	\$96.12	\$127.02	\$127.02	\$157.91
Group 7	\$61.91	7.5	\$96.24	\$127.20	\$127.20	\$158.15
Group 8 🛛 🜰	\$63.26	7.5	\$97.59	\$129.22	\$129.22	\$160.85
Group 9	\$62.21	7.5	\$96.54	\$127.65	\$127.65	\$158.75

# **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

Determination: SC-23-63-2-2024-1C Page 3 of 4

# **Recognized holidays:**

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

## Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# **Classifications:**

**Group 1** Heavy Duty Repairman Helper

# Group 2

Skiploader (wheel type up to <sup>3</sup>/<sub>4</sub> yd. without attachment)

## Group 3

Chainman Power-Driver Jumbo Form Setter Operator

## Group 4

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

## Group 5

Bit Sharpener Equipment Greaser (Grease Truck) Instrumentman Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms) Tugger Hoist Operator (1 drum) Tunnel Locomotive Operator (over 10 and up to and including 30 tons) Welder-General

# Group 6

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types **Drill Doctor** Grouting Machine Operator Heading Shield Operator Heavy Duty Repairman Jumbo Pipe Carrier Loader Operator (Athey, Euclid, Sierra and similar types) Mucking Machine Operator (1/4 yd rubber tired, rail or track type) Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type) Pneumatic Heading Shield (Tunnel) Pumpcrete Gun Operator Tractor Compressor Drill Combination Operator Tugger Hoist Operator (2 drum) Tunnel Locomotive Operator (over 30 tons)

## Group 7

Heavy Duty Repairman-Welder Combination

# Group 8

Party Chief

## Group 9

Tunnel Mole Boring Machine Operator

## Determination: SC-23-63-2-2024-1C Page 4 of 4

# MISCELLANEOUS PROVISIONS:

- Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- 2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
- <sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <u>Prevailing Wage</u> <u>Apprentice Determinations Website</u> (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).
- <sup>a</sup> For classifications within each group, see Page 3.
- <sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.
- <sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.
- <sup>d</sup> Includes an amount for Annuity.
- <sup>e</sup> Includes an amount withheld for supplemental dues.

## **CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER<sup>#</sup>**

## **Determination:**

SC-23-63-2-2024-1D

## Issue Date:

August 22, 2024

# Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and Employer Payments:

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holidayº	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>d</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>e</sup> (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$59.18	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$93.51	\$123.10	\$123.10	\$152.69
Group 2	\$60.96	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$95.29	\$125.77	\$125.77	\$156.25
Group 3	\$62.96	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$97.29	\$128.77	\$128.77	\$160.25

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

#### **Determination:**

SC-23-63-2-2024-1D

#### Issue Date:

August 22, 2024

## Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and Employer Payments:

Classificationª (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>d</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>e</sup> (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$60.18	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$94.51	\$124.60	\$124.60	\$154.69
Group 2	\$61.96	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$96.29	\$127.27	\$127.27	\$158.25
Group 3	\$63.96	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$98.29	\$130.27	\$130.27	\$162.25

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

**Determination:** 

SC-23-63-2-2024-1D

#### Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and Employer Payments:

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours <sup>f</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>d</sup> (1½ x)	Saturday Overtime Hourly Rate e (1½ x)	Sunday/ Holiday Overtime Hourly Rate (2 x)
Group 1	\$60.18	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$94.51	\$124.60	\$124.60	\$154.69
Group 2	\$61.96	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$96.29	\$127.27	\$127.27	\$158.25
Group 3	\$63.96	\$13.20	\$15.65	\$3.95	\$1.10	\$0.43	8	\$98.29	\$130.27	\$130.27	\$162.25

# **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.

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#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General</u> <u>Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### **Classifications:**

#### Group 1

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

## Group 2

AWS-CWI Welding Inspector Building/Construction Inspector Licensed Grading Inspector Reinforcing Steel Reinforced Concrete Pre-Tension Concrete Post-Tension Concrete Structural Steel and Welding Inspector Glue-Lam and truss Joints Truss-Type Joint Construction Shear Wall and Floor System used as diaphragms Concrete batch Plant Spray-Applied Fireproofing Structural masonry

### Group 3

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

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

- <sup>a</sup> For classifications within each group, see Page 4.
- <sup>b</sup> Includes an amount for Annuity.
- ° Includes an amount withheld for supplemental dues.
- <sup>d</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.
- <sup>e</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.
- <sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

# **CRAFT: OPERATING ENGINEER<sup>#</sup>**

## **Determination:**

SC-23-63-2-2024-1

#### Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

## Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1 <sup>1</sup> ⁄ <sub>2</sub> x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$58.40	8	\$92.73	\$121.93	\$121.93	\$151.13
Group 2	\$59.18	8	\$93.51	\$123.10	\$123.10	\$152.69
Group 3	\$59.47	8	\$93.80	\$123.54	\$123.54	\$153.27
Group 4	\$60.96	8	\$95.29	\$125.77	\$125.77	\$156.25
Group 6	\$61.18	8	\$95.51	\$126.10	\$126.10	\$156.69
Group 8	\$61.29	8	\$95.62	\$126.27	\$126.27	\$156.91
Group 10	\$61,41	8	\$95.74	\$126.45	\$126.45	\$157.15
Group 12	\$61.58	8	\$95.91	\$126.70	\$126.70	\$157.49
Group 13	\$61.68	8	\$96.01	\$126.85	\$126.85	\$157.69
Group 14	\$61.71	8	\$96.04	\$126.90	\$126.90	\$157.75
Group 15 🛛 🜰	\$61.79	8	\$96.12	\$127.02	\$127.02	\$157.91
Group 16	\$61.91	8	\$96.24	\$127.20	\$127.20	\$158.15
Group 17	\$62.08	8	\$96.41	\$127.45	\$127.45	\$158.49
Group 18	\$62.18	8	\$96.51	\$127.60	\$127.60	\$158.69
Group 19	\$62.29	8	\$96.62	\$127.77	\$127.77	\$158.91
Group 20	\$62.41	8	\$96.74	\$127.95	\$127.95	\$159.15
Group 21	\$62.58	8	\$96.91	\$128.20	\$128.20	\$159.49
Group 22	\$62.68	8	\$97.01	\$128.35	\$128.35	\$159.69
Group 23	\$62.79	8	\$97.12	\$128.52	\$128.52	\$159.91
Group 24	\$62.91	8	\$97.24	\$128.70	\$128.70	\$160.15
Group 25	\$63.08	8	\$97.41	\$128.95	\$128.95	\$160.49

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Type of Fund	Amount per Hour							
Health and Welfare	\$13.20							
Pension <sup>d</sup>	\$15.65							
Vacation and Holiday <sup>e</sup>	\$3.95							
Training	\$1.10							
Other	\$0.43							

#### **Employer Payments:**

#### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

# CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #

#### **Determination:**

SC-23-63-2-2024-1

#### Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

## Wages and total hourly rates (including employer payments):

Classification <sup>a</sup>	Basic		Total	Daily Overtime	Saturday Overtime	Sunday/Holiday Overtime
(Journeyperson)	Hourly	Hours	Hourly	Hourly Rate <sup>b</sup>	Hourly Rate <sup>c</sup>	Hourly Rate
	Rate		Rate	(1½ X)	(1½ X)	(2 x)
Group 1	\$59.40	8	\$93.73	\$123.43	\$123.43	\$153.13
Group 2	\$60.18	8	\$94.51	\$124.60	\$124.60	\$154.69
Group 3	\$60.47	8	\$94.80	\$125.04	\$125.04	\$155.27
Group 4	\$61.96	8	\$96.29	\$127.27	\$127.27	\$158.25
Group 6	\$62.18	8	\$96.51	\$127.60	\$127.60	\$158.69
Group 8	\$62.29	8	\$96.62	\$127.77	\$127.77	\$158.91
Group 10	\$62.41	8	\$96.74	\$127.95	\$127.95	\$159.15
Group 12	\$62.58	8	\$96.91	\$128.20	\$128.20	\$159.49
Group 13	\$62.68	8	\$97.01	\$128.35	\$128.35	\$159.69
Group 14	\$62.71	8	\$97.04	\$128.40	\$128.40	\$159.75
Group 15	\$62.79	8	\$97.12	\$128.52	\$128.52	\$159.91
Group 16	\$62.91	8	\$97.24	\$128.70	\$128.70	\$160.15
Group 17	\$63.08	8	\$97.41	\$128.95	\$128.95	\$160.49
Group 18	\$63.18	8	\$97.51	\$129.10	\$129.10	\$160.69
Group 19	\$63.29	8	\$97.62	\$129.27	\$129.27	\$160.91
Group 20	\$63.41	8	\$97.74	\$129.45	\$129.45	\$161.15
Group 21	\$63.58	8	\$97.91	\$129.70	\$129.70	\$161.49
Group 22	\$63.68	8	\$98.01	\$129.85	\$129.85	\$161.69
Group 23	\$63.79	8	\$98.12	\$130.02	\$130.02	\$161.91
Group 24	\$63.91	8	\$98.24	\$130.20	\$130.20	\$162.15
Group 25	\$64.08	8	\$98.41	\$130.45	\$130.45	\$162.49



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## **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

## **Recognized holidays:**

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

## Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-63-2-2024-1 Page 5 of 11

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

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

Determination: SC-23-63-2-2024-1

Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

# Wages and total hourly rates (including employer payments):

	Basic		Total	Daily	Saturday	Sunday/Holiday
Classification <sup>a</sup>		Hourof		Overtime	Overtime	Overtime
(Journeyperson)	Hourly Rate	Hours <sup>f</sup>	Hourly	Hourly Rate <sup>b</sup>	Hourly Rate <sup>c</sup>	Hourly Rate
	Rale		Rate	(1½ X)	(1½ X)	(2 x)
Group 1	\$59.40	8	\$93.73	\$123.43	\$123.43	\$153.13
Group 2	\$60.18	8	\$94.51	\$124.60	\$124.60	\$154.69
Group 3	\$60.47	8	\$94.80	\$125.04	\$125.04	\$155.27
Group 4	\$61.96	8	\$96.29	\$127.27	\$127.27	\$158.25
Group 5	\$62.06	8	\$96.39	\$127.42	\$127.42	\$158.45
Group 6	\$62.18	8	\$96.51	\$127.60	\$127.60	\$158.69
Group 7	\$62.28	8	\$96.61	\$127.75	\$127.75	\$158.89
Group 8	\$62.29	8	\$96.62	\$127.77	\$127.77	\$158.91
Group 9	\$62.39	8	\$96.72	\$127.92	\$127.92	\$159.11
Group 10	\$62.41	8	\$96.74	\$127.95	\$127.95	\$159.15
Group 11	\$62.51	8	\$96.84	\$128.10	\$128.10	\$159.35
Group 12	\$62.58	8	\$96.91	\$128.20	\$128.20	\$159.49
Group 13	\$62.68	8	\$97.01	\$128.35	\$128.35	\$159.69
Group 14	\$62.71	8	\$97.04	\$128.40	\$128.40	\$159.75
Group 15	\$62.79	8	\$97.12	\$128.52	\$128.52	\$159.91
Group 16	\$62.91	8	\$97.24	\$128.70	\$128.70	\$160.15
Group 17	\$63.08	8	\$97.41	\$128.95	\$128.95	\$160.49
Group 18	\$63.18	8	\$97.51	\$129.10	\$129.10	\$160.69
Group 19	\$63.29	8	\$97.62	\$129.27	\$129.27	\$160.91
Group 20	\$63.41	8	\$97.74	\$129.45	\$129.45	\$161.15
Group 21	\$63.58	8	\$97.91	\$129.70	\$129.70	\$161.49
Group 22	\$63.68	8	\$98.01	\$129.85	\$129.85	\$161.69
Group 23	\$63.79	8	\$98.12	\$130.02	\$130.02	\$161.91
Group 24	\$63.91	8	\$98.24	\$130.20	\$130.20	\$162.15

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours <sup>f</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 25	\$64.08	8	\$98.41	\$130.45	\$130.45	\$162.49

# **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$13.20
Pension <sup>d</sup>	\$15.65
Vacation and Holiday <sup>e</sup>	\$3.95
Training	\$1.10
Other	\$0.43

# **Recognized holidays:**

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

## Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.





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# **Classifications:**

# Group 1

Bargeman Brakeman Compressor Operator Ditchwitch, with seat or similar type equipment Elevator Operator - Inside Engineer Oiler Forklift Operator (includes loed, lull or similar types – under 5 tons) Generator Operator Generator, Pump or Compressor Plant Operator Heavy Duty Repairman Helper Inertial Profiler Operator Pump Operator Signalman Switchman

# Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator) Coil Tubing Rig Operator Concrete Mixer Operator – Skip Type **Conveyor Operator** Fireman Forklift Operator (includes loed, lull or similar types - over 5 tons) Hydrostatic Pump Operator Oiler Crusher (Asphalt or Concrete Plant) Petromat Laydown Machine PJU Side Dump Jack Rotary Drill Helper (Oilfield) Screening and Conveyor Machine Operator (or similar types) Skiploader (Wheel type up to <sup>3</sup>/<sub>4</sub> yd. without attachment) Tar Pot Fireman **Temporary Heating Plant Operator Trenching Machine Oiler** 

# Group 3

Asphalt Rubber Blend Operator Bobcat or similar type (Skid Steer, with all attachments) Equipment Greaser (rack) Ford Ferguson (with dragtype attachments) Helicopter Radioman (ground)

Stationary Pipe Wrapping and Cleaning Machine Operator Group 4 Asphalt Plant Fireman Backhoe Operator (mini-max or similar type) **Boring Machine Operator** Boring System Electronic Tracking Locator Boxman or Mixerman (asphalt or concrete) Chip Spreading Machine Operator **Concrete Cleaning Decontamination Machine** Operator Concrete Pump Operator (small portable) Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types -Hughes 100 or 200, or similar types – drilling depth of 30 maximum) Equipment Greaser (grease truck) Excavator Track/Rubber-Tired-with all attachments (Operating weight under 21,000 lbs) Guard Rail Post Driver Operator Highline Cableway Signalman Hydra-Hammer-Aero Stomper Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum Micro Tunneling Operator (above ground tunnel) Power Concrete Curing Machine Operator Power Concrete Saw Operator Power – Driver Jumbo Form Setter Operator **Power Sweeper Operator** Rock Wheel Saw/Trencher Roller Operator (compacting) Screed Operator (asphalt or concrete) Trenching Machine Operator (up to 6 ft.) Vacuum or Muck Truck

# Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

**Group 6** Articulating Material Hauler Asphalt Plant Engineer Batch Plant Operator Bit Sharpener Concrete Joint Machine Operator (canal and similar type) Concrete Placer Operator Concrete Planer Operator Determination: SC-23-63-2-2024-1 Page 8 of 11

Dandy Digger Deck Engine Operator

Deck Engineer

Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucker or similar types – Watson 1000 auger or similar types – Texoma 330, 500 or 600 auger or similar types – drilling depth of 45' maximum)

Drilling Machine Operator (including water wells) Forced Feed Loader

- Hydraulic Casing Oscillator Operator drilling depth of 45' maximum
- Hydro Seeder Machine Operator (straw, pulp or seed) Jackson Track Maintainer, or similar type

Kalamazoo Switch Tamper, or similar type

Machine Tool Operator

- Maginnis Internal Full Slab Vibrator
- Mechanical Berm, Curb or Gutter (concrete or asphalt)
- Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
- Micro Tunnel System Operator (below ground) Pavement Breaker Operator

Railcar Mover

Road Oil Mixing Machine Operator

Roller Operator (asphalt or finish)

- Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)
- Self-Propelled Tar Pipelining Machine Operator Skiploader Operator (crawler and wheel type, over
- $\frac{3}{4}$  yds. and up to and including  $\frac{1}{2}$  yds.)
- Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tractor Operator – Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flyweel and similar types, up to and including D-5 and similar types) Tugger Hoist Operator (1 drum)

Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator Volumetric Mixer Operator Welder - General

**Group 7 (for multi-shift rate, see Pages 5 and 6)** Welder - General (Multi-Shift)

# Group 8

Asphalt or Concrete Spreading Operator (tamping or finishing)

Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)

Asphalt-Rubber Distributor Operator

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

Backhoe Operator (over ¾ yd. and up to 5 cu. yds. M.R.C.)

Barrier Rail Mover (BTM Series 200 or similar types) Cast in Place Pipe Laying Machine Operator

Cold Foamed Asphalt Recycler

Combination Mixer and Compressor Operator (gunite work)

Compactor Operator – Self Propelled Concrete Mixer Operator – Paving

Crushing Plant Operator

Drill Doctor

Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucker or similar types – Watson 1500, 2000, 2500 auger or similar types – Texoma 700, 800 auger or similar types – drilling depth of 60' maximum)

Elevating Grader Operator

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

Global Positioning System/GPS (or Technician)

Grade Checker

- Gradall Operator
- Grouting Machine Operator
- Heavy Duty Repairman/Pump Installer

Heavy Equipment Robotics Operator

Hydraulic Casing Oscillator Operator – drilling depth of 60' maximum

Hydraulic Operated Grout Plant (excludes hand loading)

Kalamazoo Ballast Regulator or similar type

Klemm Drill Operator or similar types

Kolman Belt Loader and similar type

Le Tourneau Blob Compactor or similar type Lo Drill

Loader Operator (Athey, Euclid, Sierra and similar types)

Master Environmental Maintenance Mechanic

Mobark Chipper or similar types

Ozzie Padder or similar types

P.C. 490 Slot Saw

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Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Prentice 721E Hydro-Ax

Pumpcrete Gun Operator

Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)

Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine – up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type – John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator Shuttle Buggy

- Skiploader Operator (crawler and wheel type over 1 ½ yds. up to and including 6 ½ yds.)
- Soil Remediation Plant Operator (CMI, Envirotech or Similar)
- Soil Stabilizer and Reclaimer (WR-2400)
- Somero SXP Laser Screed

**Speed Swing Operator** 

Surface Heaters and Planer Operator

- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 100 flyweel H.P. and over, or similar bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator)

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

- Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)
- Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

**Group 9 (for multi-shift rate, see Pages 5 and 6)** Heavy Duty Repairman (Multi-Shift)

# Group 10

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 ½ yds.)

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

Welder – Certified

Woods Mixer Operator (and similar pugmill equipment)

# Group 11 (for multi-shift rate, see Pages 5 and 6)

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder - Certified (Multi-Shift)

# Group 12

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum) Determination: SC-23-63-2-2024-1 Page 10 of 11

- Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. 200,000 lbs.)
- Hoe Ram or similar with compressor
- Hydraulic Casing Oscillator Operator drilling depth of 175' maximum
- Mass Excavator Operator less than 750 cu. yds.
- Mechanical Finishing Machine Operator
- Mobile Form Traveler Operator
- Motor Patrol Operator (multi-engine)
- Pipe Mobile Machine Operator
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)
- Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading – (two (2) or more units)

# Group 13

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

# Group 14

Canal Liner Operator

**Canal Trimmer Operator** 

- Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 300' maximum)
- Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)
- Wheel Excavator Operator (over 750 cu. yds. per hour)

# Group 15

- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

# Group 16

Excavator Track/Rubber Tired – with all attachments (Operating Weight exceeding 200,000 lbs.)

- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

# Group 17

- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)
- Tandem Tractor Operator (operating crawler type tractors in tandem Quad 9 and similar type)

# Group 18

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

# Group 19

Rotex Concrete Belt Operator

- Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

# Group 20

- Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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# Group 21

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

# Group 22

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

# Group 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

# MISCELLANEOUS PROVISIONS:

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

# Group 24

- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)
- Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds, and up to 50 yds. struck)

# Group 25

Concrete Pump Operator-Truck Mounted Pedestal Concrete Pump Operator Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck

- 1. Operators on hoists with three drums shall receive fifty cents  $(50\phi)$  per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- 2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
- 4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

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

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see Pages 7 through 11.

<sup>&</sup>lt;sup>b</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>&</sup>lt;sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>&</sup>lt;sup>d</sup> Includes an amount for Annuity.

<sup>&</sup>lt;sup>e</sup> Includes an amount withheld for supplemental dues.

<sup>&</sup>lt;sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

## Craft: Laborer and Related Classifications #

## Determination:

SC-23-102-2-2024-1

# **Issue Date:**

August 22, 2024

# Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

## Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification <sup>a</sup>	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				b					Rate	Rate	Hourly
									(1 ½ X) °	(1 ½ X)	Rate
										cd	(2 X)
Group 1	\$43.88	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$71.69	\$93.630	\$93.630	\$115.570
Group 2	\$44.43	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$72.24	\$94.455	\$94.455	\$116.670
Group 3	\$44.98	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$72.79	\$95.280	\$95.280	\$117.770
Group 4	\$46.53	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$74.34	\$97.605	\$97.605	\$120.870
Group 5	\$46.88	\$9.25	\$12.07	\$5.02	\$0.80	\$0.67	8.0	\$74.69	\$98.130	\$98.130	\$121.570

Determination: SC-23-102-2-2024-1 Page 2 of 3

#### Group 1

Boring Machine Helper (Outside) Certified Confined Space Laborer Cleaning and Handling of Panel Forms Concrete Screeding for Rough Strike-Off Concrete, Water Curing Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only Fire Watcher, Limbers, Brush Loaders, Pilers and **Debris Handlers** Flagman Gas, Oil and/or Water Pipeline Laborer Laborer, Asphalt-Rubber Material Loader Laborer, General or Construction Laborer, General Cleanup Laborer. Jetting Laborer, Temporary Water and Air Lines Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching Post Hole Digger (Manual) Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers **Rigging and Signaling** Scaler Slip Form Raisers Tarman and Mortar Man Tool Crib or Tool House Laborer Traffic Control by any method Water Well Driller Helper Window Cleaner Wire Mesh Pulling - All Concrete Pouring Operations

#### Group 2

Asphalt Shoveler

Cement Dumper (on 1 yard or larger mixer and handling bulk cement)

Cesspool Digger and Installer

Chucktender

Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks,

floors, foundations, footings, curbs, gutters and sidewalks Concrete Curer-Impervious Membrane and Form Oiler Cutting Torch Operator (Demolition) Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man **Guinea** Chaser Headerboard Man-Asphalt Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt Laborer, Packing Rod Steel and Pans Membrane Vapor Barrier Installer Power Broom Sweepers (small) Riprap, Stonepaver, placing stone or wet sacked concrete Roto Scraper and Tiller Sandblaster (Pot Tender) Septic Tank Digger and Installer (leadman) Tank Scaler and Cleaner Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders Underground Laborer, including Caisson Bellower

#### Group 3

Asphalt Installation of all fabrics Buggymobile Man Compactor (all types including Tampers, Barko, Wacker) Concrete Cutting Torch Concrete Pile Cutter Driller, Jackhammer, 2 1/2 ft. drill steel or longer Dri Pak-it Machine Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out Impact Wrench, Multi-Plate Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials Laborer, Fence Erector Material Hoseman (Walls, Slabs, Floors and Decks) Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, ComeAlongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work

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

Power Post Hole Digger

Rock Slinger

Rotary Scarifier or Multiple Head Concrete Chipping Scarifier

Steel Headerboard Man and Guideline Setter Trenching Machine, Hand Propelled

#### Group 4

Any Worker Exposed to Raw Sewage Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types) Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer Head Rock Slinger High Scaler (including drilling of same) Laborer, Asphalt-Rubber Distributor Bootman Laser Beam in connection with Laborer's work Oversize Concrete Vibrator Operator, 70 pounds and over Pipelaver Prefabricated Manhole Installer Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast Subsurface Imaging Laborer Traffic Lane Closure, certified Group 5

Blasters Powderman Driller Toxic Waste Removal Welding, certified or otherwise in connection with Laborers' work Determination: SC-23-102-2-2024-1 Page 3 of 3

## **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

<sup>a</sup> For classification within each group, see page 2.

<sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>c</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>d</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.

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

#### **Determination:**

SC-23-102-6-2024-1

# **Issue Date:**

August 22, 2024

# Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>b</sup>	Training	Other	Hours <sup>c</sup>	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	6 <sup>th</sup> & 7 <sup>th</sup> Day Overtime Hourly Rate <sup>d</sup> (1½ x)	Holiday Overtime Hourly Rate (2 X)
Group 1	\$46.65	\$9.25	\$9.02	\$5.26	\$1.47	\$0.56	8.0	\$72.21	\$95.535	\$95.535	\$118.86
Group 2	\$47.95	\$9.25	\$9.02	\$5.26	\$1.47	\$0.56	8.0	\$73.51	\$97.485	\$97.485	\$121.46
Group 3	\$49.96	\$9.25	\$9.02	\$5.26	\$1.47	\$0.56	8.0	\$75.52	\$100.500	\$100.500	\$125.48
Group 4	\$51.70	\$9.25	\$9.02	\$5.26	\$1.47	\$0.56	8.0	\$77.26	\$103.110	\$103.110	\$128.96

# Wages and Employer Payments:

# **Recognized holidays:**

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

Determination: SC-23-102-6-2024-1 Page 2 of 2

# Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# **CLASSIFICATION GROUPS:**

# Group 1

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds, and tracks, whether indoor or outdoor)
Truck Mounted Attenuator
Automatous Truck Mounted Attenuator
Installation of carstops
Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience
Asphalt Repair
Equipment Repair Technician

- Truncated Dome Assitant
- Decorative Asphalt Surfacing Applicator Assistant

# Group 2

Traffic Surface Abrasive Blaster

Pot Tender

Traffic Control Person/Certified Traffic Control Person

Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal Slurry Seal Squeegeeman (finisher)

Bob Cat/Skid Steer Seal Roller Forklift

# Group 3

Traffic Delineating Device Applicator Traffic Protective System Installer Pavement Marking Applicator Slurry Seal Applicator Operator (Line Driverincluding self-contained distribution units, aggregate spreader truck)
Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment; handling of related materials
Truncated Dome Technician
Decorative Asphalt Surfacing Applicator

# Group 4

Traffic Striping Applicator Slurry Seal Mixer Operator Power Broom Sweeper (operation of all related trucks, machinery and equipment; Handling of related materials)

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

<sup>a</sup> For classifications within each group, see Page 2.

- <sup>b</sup> Includes an amount per hour worked for Supplemental Dues.
- <sup>c</sup> Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

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

# **CRAFT: TUNNEL WORKER (LABORER)**

Determination:

SC-23-102-12-2024-2

**Issue Date:** 

August 22, 2024

# Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

# Localities:

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

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>c</sup> (1½ X)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	\$50.73	\$9.25	\$12.07	\$5.02	\$0.75	\$0.67	8	\$78.490	\$103.855	\$103.855	\$129.22
Group II	\$51.05	\$9.25	\$12.07	\$5.02	\$0.75	\$0.67	8	\$78.810	\$104.335	\$104.335	\$129.86
Group III	\$51.51	\$9.25	\$12.07	\$5.02	\$0.75	\$0.67	8	\$79.27	\$105.025	\$105.025	\$130.78
Group IV <sup>d</sup>	\$52.20	\$9.25	\$12.07	\$5.02	\$0.75	\$0.67	8	\$79.96	\$106.06	\$106.06	\$132.16
Group V	\$53.05	\$9.25	\$12.07	\$5.02	\$0.75	\$0.67	8	\$80.81	\$107.335	\$107.335	\$133.86

# Wages and Employer Payments:

# **Recognized holidays:**

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

Determination: SC-23-102-12-2024-2 Page 2 of 2

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# **Classifications:**

## Group I

**Batch Plant Laborer** Bottom Lander Changehouseman Dumpman **Outside Dumpman** Loading and Unloading Agitator Cars Nipper Pot Tender using mastic or other materials **Rollover Dumpman** Shotcrete Man (helper) Subsurface Laborer (non-miner) Swamper/Brakemen (Brakeman and Switchman on tunnel work) Tool Man **Top Lander Tunnel Materials Handling Man** 

## Group II

Chemical Grout Jetman Chucktender, Cabletender Concrete crew-include Rodders and Spreaders Grout Mixerman Grout Pumpman Operating of Troweling and/or Grouting Machines Vibratorman, Jack Hammer Pneumatic Tools (except driller)

# Group III

Blaster, Driller, Powderman Bull Gang Mucker, Trackman Cherry Pickerman Grout Gunman Jackleg Miner Jumbo Man Kemper and other Pneumatic Concrete Placer Operator Micro-Tunneling, Micro-Tunneling Systems Nozzleman Powderman-Primer House Primer Man Sandblaster Segment Erector Steel Form Raiser and Setter Timberman, Retimberman, wood or steel Tunnel Concrete Finisher

# Group IV

Shaft and Raise Work<sup>d</sup> Diamond Driller HDPE Membrane Vapor Barrier Welder Miner - Tunnel (hand or machine)

<u>Group V</u> Welder, certified as required

<sup>d</sup> The classification "Shaft and Raise Work" shall be applicable to all work from the entrance to the shaft or raise and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see Page 2.

<sup>&</sup>lt;sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>&</sup>lt;sup>°</sup> All work performed over 12 hours in a single work day shall be paid for at double time (2x).

# Craft: Cement Mason#

# **Determination:**

SC-23-203-2-2024-1

# Issue Date:

August 22, 2024

# Expiration date of determination:

June 30, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

# Localities:

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

#### Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup> c	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$45.50	\$8.83	\$10.85	\$7.47	\$0.64	\$0.23	8.0	\$73.52	\$96.27	\$96.27	\$119.02
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$45.62	\$8.83	\$10.85	\$7.47	\$0.64	\$0.23	8.0	\$73.64	\$96.45	\$96.45	\$119.26
Floating and Troweling Machine Operator	\$45.75	\$8.83	\$10.85	\$7.47	\$0.64	\$0.23	8.0	\$73.77	\$96.645	\$96.645	\$119.52

Determination: SC-23-203-2-2024-1 Page 2 of 2

## **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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

<sup>b</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

<sup>c</sup> Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

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

# **Determination:**

SC-23-261-2-2024-1

#### **Issue Date:**

August 22, 2024

## Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

## Wages and total hourly rates (including employer payments)

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>ь</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$39.59	8	\$75.18	\$94.975	\$94.975	\$114.77
Group II	\$39.74	8	\$75.33	\$95.20	\$95.20	\$115.07
Group III	\$39.87	8	\$75.46	\$95.395	\$95.395	\$115.33
Group IV	\$40.06	8	\$75.65	\$95.68	\$95.68	\$115.71
Group V	\$40.09	8	\$75.68	\$95.725	\$95.725	\$115.77
Group VI	\$40.12	8	\$75.71	\$95.77	\$95.77	\$115.83
Group VII	\$40.37	8	\$75.96	\$96.145	\$96.145	\$116.33
Group VIII	\$40.62	8	\$76.21	\$96.52	\$96.52	\$116.83
Group IX	\$40.82	8	\$76.41	\$96.82	\$96.82	\$117.23
Group X	\$41.12	8	\$76.71	\$97.27	\$97.27	\$117.83
Group XI	\$41.62	8	\$77.21	\$98.02	\$98.02	\$118.83

#### **Employer Payments:**

Type of Fund	Amount per Hour							
Health and Welfare	\$20.37							
Pension	\$9.00							
Vacation and Holiday <sup>c</sup>	\$3.60							
Training	\$2.02							
Other	\$0.60							

## Wages and total hourly rates (including employer payments):

Classification <sup>d</sup> (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$25.80	8	\$60.24	\$73.14	\$73.14	\$86.04
2001-4000 hours	\$27.80	8	\$62.49	\$76.39	\$76.39	\$90.29
4001-6000 hours	\$29.80	8	\$64.74	\$79.64	\$79.64	\$94.54

Over 6000 hours and thereafter at journeyman rates.

#### **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.37
Pension	\$9.00
Vacation and Holiday <sup>c</sup>	\$2.45 (\$2.70 for 2001-4000 hours; \$2.95 for 4001-6000 hours)
Training	\$2.02
Other	\$0.60

## **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 <u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

## Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-261-2-2024-1 Page 3 of 7

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

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

#### **Determination:**

SC-23-261-2-2024-1

## Issue Date:

August 22, 2024

## Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

## Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$40.59	8	\$76.18	\$96.475	\$96.475	\$116.77
Group II	\$40.74	8	\$76.33	\$96.70	\$96.70	\$117.07
Group III	\$40.87	8	\$76.46	\$96.895	\$96.895	\$117.33
Group IV	\$41.06	8	\$76.65	\$97.18	\$97.18	\$117.71
Group V	\$41.09	8	\$76.68	\$97.225	\$97.225	\$117.77
Group VI	\$41.12	8	\$76.71	\$97.27	\$97.27	\$117.83
Group VII	\$41.37	8	\$76.96	\$97.645	\$97.645	\$118.33
Group VIII	\$41.62	8	\$77.21	\$98.02	\$98.02	\$118.83
Group IX	\$41.82	8	\$77.41	\$98.32	\$98.32	\$119.23
Group X	\$42.12	8	\$77.71	\$98.77	\$98.77	\$119.83
Group XI	\$42.62	8	\$78.21	\$99.52	\$99.52	\$120.83

## **Employer Payments:**

Type of Fund	Amount per Hour			
Health and Welfare	\$20.37			
Pension	\$9.00			
Vacation and Holiday <sup>c</sup>	\$3.60			
Training	\$2.02			
Other	\$0.60			

# Wages and total hourly rates (including employer payments):

Classification <sup>d</sup> (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$25.80	8	\$60.24	\$73.14	\$73.14	\$86.04
2001-4000 hours	\$27.80	8	\$62.49	\$76.39	\$76.39	\$90.29
4001-6000 hours	\$29.80	8	\$64.74	\$79.64	\$79.64	\$94.54

Over 6000 hours and thereafter at journeyman rates.

#### **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.37
Pension	\$9.00
Vacation and Holiday <sup>c</sup>	\$2.45 (\$2.70 for 2001-4000 hours; \$2.95 for 4001-6000 hours)
Training	\$2.02
Other	\$0.60

## **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 <u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-261-2-2024-1 Page 5 of 7

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

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

#### **Determination:**

SC-23-261-2-2024-1

#### Issue Date:

August 22, 2024

#### Expiration date of determination:

June 30, 2025\* 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, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

### Wages and total hourly rates (including employer payments):

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours <sup>e</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$41.59	8	\$77.18	\$97.975	\$97.975	\$118.77
Group II	\$41.74	8	\$77.33	\$98.20	\$98.20	\$119.07
Group III	\$41.87	8	\$77.46	\$98.395	\$98.395	\$119.33
Group IV	\$42.06	8	\$77.65	\$98.68	\$98.68	\$119.71
Group V	\$42.09	8	\$77.68	\$98.725	\$98.725	\$119.77
Group VI	\$42.12	8	\$77.71	\$98.77	\$98.77	\$119.83
Group VII	\$42.37	8	\$77.96	\$99.145	\$99.145	\$120.33
Group VIII	\$42.62	8	\$78.21	\$99.52	\$99.52	\$120.83
Group IX	\$42.82	8	\$78.41	\$99.82	\$99.82	\$121.23
Group X	\$43.12	8	\$78.71	\$100.27	\$100.27	\$121.83
Group XI	\$43.62	8	\$79.21	\$101.02	\$101.02	\$122.83

#### **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.37
Pension	\$9.00
Vacation and Holiday <sup>c</sup>	\$3.60
Training	\$2.02
Other	\$0.60

### Wages and total hourly rates (including employer payments):

Classification <sup>d</sup> (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$25.80	8	\$60.24	\$73.14	\$73.14	\$86.04
2001-4000 hours	\$27.80	8	\$62.49	\$76.39	\$76.39	\$90.29
4001-6000 hours	\$29.80	8	\$64.74	\$79.64	\$79.64	\$94.54

Over 6000 hours and thereafter at journeyman rates.

#### **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.37
Pension	\$9.00
Vacation and Holiday <sup>c</sup>	\$2.45 (\$2.70 for 2001-4000 hours; \$2.95 for 4001-6000 hours)
Training	\$2.02
Other	\$0.60

#### **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 <u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations</u> <u>Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-23-261-2-2024-1 Page 7 of 7

## **Classifications:**

**Group I** Warehouseman and Teamster

## Group II

Driver of Vehicle or Combination of Vehicles - 2 axles Traffic Control Pilot Car, excluding moving heavy equipment permit load Truck Mounted Power Broom

## Group III

Driver of Vehicle or Combination of Vehicles - 3 axles Bootman Cement Mason Distribution Truck Fuel Truck Driver Water Truck - 2 axles Dump Truck of less than 16 yards water level Erosion Control Driver

### Group IV

Driver of Transit Mix Truck-Under 3 yds Dumpcrete Truck Less than 6½ yards water level Truck Repairman Helper

### Group V

Water Truck 3 or more axles Warehouseman Clerk Slurry Truck Driver

### Group VI

Driver of Transit Mix Truck - 3 yds or more Dumpcrete Truck 6½ yds water level and over Driver of Vehicle or Combination of Vehicles - 4 or more axles Driver of Oil Spreader Truck Dump Truck 16 yds to 25 yds water level Side Dump Trucks Flow Boy Dump Trucks

### **Group VII**

A Frame, Swedish Crane or Similar Forklift Driver Ross Carrier Driver

### **Group VIII**

Dump Truck of 25 yds to 49 yards water level Truck Repairman Water Pull Single Engine Welder

Group IX

Truck Repairman Welder Low Bed Driver, 9 axles or over

# Group X

# Working Truck Driver

Truck Greaser and Tireman - \$0.50 additional for Tireman

Pipeline and Utility Working Truck Driver, including Winch Truck and Plastic Fusion, limited to Pipeline and Utility Work

Dump Truck and Articulating - 50 yards or more water level

Water Pull Single Engine with attachment

# Group XI

Water Pull Twin Engine Water Pull Twin Engine with attachments Winch Truck Driver - \$0.25 additional when operating a Winch or similar special attachment

- <sup>c</sup> Includes an amount for Supplemental Dues.
- <sup>d</sup> Subjourneymen may be employed at a ratio of one subjourneyman for every five journeymen.

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

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see Page 7.

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

<sup>&</sup>lt;sup>e</sup> The third shift shall work 6.5 hours, exclusive of meal period, for which 8-hours straight time shall be paid at the non-shift rate, Monday through Friday.

## Craft: Elevator Constructor#

Determination:

SC-62-X-999-2024-1

Issue Date: February 22, 2024

### Expiration date of determination:

December 31, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-477.

#### Localities:

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

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate	Saturday Overtime Hourly Rate	Sunday/ Holiday Overtime Hourly
	<b>*</b> 00.00	<b>0</b> 40.475		<b>0</b> 0.05	<b>0.7</b>	<b>#1</b> .00		<b>*</b> 111 005	(1 ½ X) <sup>d</sup>	(1 ½ X) <sup>d</sup>	Rate
Mechanic	\$66.63	\$16.175	\$20.96	\$6.05	\$0.75	\$1.30	8.0	\$111.865	\$145.180	\$145.180	\$178.495
Mechanic (employed in industry more than 5 years)	\$66.63	\$16.175	\$20.96	\$7.39	\$0.75	\$1.30	8.0	\$113.205	\$146.520	\$146.520	\$179.835
Helper <sup>e</sup>	\$46.64	\$16.175	\$20.96	\$4.24	\$0.75	\$1.30	8.0	\$90.065	\$113.385	\$113.385	\$136.705
Helper (employed in industry more than 5 years) <sup>e</sup>	\$44.64	\$16.175	\$20.96	\$5.17	\$0.75	\$1.30	8.0	\$90.995	\$114.315	\$114.315	\$137.635

## **Recognized holidays:**

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

Determination: SC-62-X-999-2024-1 Page 2 of 2

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

- <sup>a</sup> Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director Research Unit.
- <sup>b</sup> Includes an amount for Annuity Trust Fund.
- <sup>c</sup> Includes an amount for 8 paid holidays.
- <sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

## Craft: Dredger (Operating Engineer)#

Determination:

SC-63-12-23-2024-1

Issue Date:

August 22, 2024

### Expiration date of determination:

July 31, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

### Localities:

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

### Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday	Holiday
	Hourly	and	а	and				Hourly	Overtime	Overtime	Overtime	Overtime
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Hourly	Hourly
				b	X				Rate	Rate	Rate	Rate
									(1 ½ X) <sup>c</sup>	(1 ½ X) <sup>c</sup>	(2 X)	(3X)
Chief Engineer, Deck Captain	\$61.10	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$101.70	\$132.25	\$132.25	\$162.80	\$223.90
Leverman	\$64.10	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$104.70	\$136.75	\$136.75	\$168.80	\$232.90
Watch Engineer,	\$58.02	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$98.62	\$127.63	\$127.63	\$156.64	\$214.66
Deckmate	ψ00.02	ψ10.20	φ10.50	φ1.20	ψ1.10	ψ0.10	0	φ30.0Z	ψ121.00	ψ121.00	φ100.04	φ214.00
Winchman (Stern												
Winch on	\$57.47	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$98.07	\$126.805	\$126.805	\$155.54	\$213.01
Dredge)												
Fireman-Oiler,												
Leveehand,												
Deckhand (can												
operate anchor	\$56.93	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$97.53	\$125.995	\$125.995	\$154.46	\$211.39
scow under												
direction of mate),												
Bargeman												
Dozer Operator	\$58.13	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$98.73	\$127.795	\$127.795	\$156.86	\$214.99

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday	Holiday
	Hourly	and	а	and				Hourly	Overtime	Overtime	Overtime	Overtime
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Hourly	Hourly
				b					Rate	Rate	Rate	Rate
									(1 ½ X) °	(1 ½ X) °	(2 X)	(3X)
Hydrographic Surveyor	\$59.56	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$100.16	\$129.94	\$129.94	\$159.72	\$219.28
Barge Mate	\$57.54	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$98.14	\$126.91	\$126.91	\$155.68	\$213.22
Welder	\$59.52	\$13.20	\$18.90	\$7.25	\$1.10	\$0.15	8	\$100.12	\$129.88	\$129.88	\$159.64	\$219.16

### **Recognized holidays:**

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

### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

## **MISCELLANEOUS PROVISION:**

Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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

<sup>c</sup> Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

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

<sup>&</sup>lt;sup>a</sup> Includes an amount for annuity.

### Craft: Landscape Operating Engineer#

Determination:

SC-63-12-33-2024-2

**Issue Date:** 

August 22, 2024

### Expiration date of determination:

October 31, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

#### Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday⁵	Training	Other	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>c</sup> (1½ X)	Sunday Overtime Hourly Rate <sup>d</sup> (2X)	Holiday Overtime Hourly Rate <sup>d</sup> (3X)
Landscape Operating Engineer: Backhoe Operators; Skidsteer; Forklifts-Tree Planting Equipment (jobsite); HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment; Mulching Tractors; Roller Operators; Rubber-tired & Track Earthmoving Equipment; Skiploader Operators; Trencher-31 horsepower and up	\$48.01	\$12.85	\$14.65	\$3.85	\$1.05	\$0.15	8.0	\$80.56	\$104.565	\$128.570	\$176.58

Determination: SC-63-12-33-2024-2 Page 2 of 2

### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

- <sup>a</sup> Includes an amount for the Defined Contribution Plan (Annuity).
- <sup>b</sup> Includes an amount per hour worked for supplemental dues.
- Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

<sup>d</sup> All work performed on a Dewatering Operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.

### Craft: Landfill Worker (Operating Engineer)

### Determination:

SC-63-12-41-2024-1

### **Issue Date:**

August 22, 2024

### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

wages and Employer Payments.								
Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension	Vacation and Holiday <sup>b</sup>	Hours	Total Hourly Rate <sup>c</sup>	Daily/Holiday Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Sunday Overtime Hourly Rate (2 X)
Heavy Duty Repairman and/or Welder	\$40.00	\$6.31	\$9.65	\$0.77 <sup>e</sup>	8.0	\$56.73	\$69.65	\$89.65
Equipment Operator II	\$30.50	\$6.13	\$9.65	\$0.59 <sup>f</sup>	8.0	\$46.87	\$55.40	\$70.65
Equipment Operator III	\$31.50	\$6.15	\$9.65	\$0.61 <sup>g</sup>	8.0	\$47.91	\$56.90	\$72.65
PM Tech	\$32.75	\$6.17	\$9.65	\$0.63 <sup>h</sup>	8.0	\$49.20	\$58.775	\$75.15
Laborer/Spotter	\$23.00	\$5.98	\$4.07	\$0.44 <sup>i</sup>	8.0	\$33.49	\$38.57	\$50.07

### Wages and Employer Payments:

## **Recognized holidays:**

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

Determination: SC-63-12-41-2024-1 Page 2 of 2

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

<sup>b</sup> This amount applies to the first 173.33 hours worked per month.

<sup>d</sup> Rate applies to all hours worked in excess of forty (40) hours in a workweek or in excess of eight (8) hours in any one day. Rate also applies to sixth consecutive day of work. For any daily hours worked in excess of twelve (12) hours, the Sunday overtime rate would apply.

<sup>e</sup> \$1.54 after 2 years of service; \$2.31 after 5 years of service.

<sup>f</sup> \$1.17 after 2 years of service; \$1.76 after 5 years of service.

<sup>9</sup> \$1.21 after 2 years of service; \$1.82 after 5 years of service.

<sup>h</sup> \$1.26 after 2 years of service; \$1.89 after 5 years of service.

\$0.88 after 2 years of service; \$1.33 after 5 years of service.

<sup>•</sup> Computation is based on the first year of employment. This rate should be increased by any applicable vacation increase as stated in the other footnotes.

### Craft: Gunite Worker (Laborer)

Determination:

SC-102-345-1-2024-1

**Issue Date:** 

August 22, 2024

### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Classification (Journeyperson)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation and Holiday	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) °	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (1 ½ X) d e	Saturday Overtime Hourly Rate (2 X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Ground Wire Man, Nozzleman, Rodman	\$53.48	\$9.25	\$9.30	\$6.35	\$0.21	8.0	\$78.59	\$105.33	\$132.07	\$105.33	\$132.07	\$132.07
Gunman	\$53.48	\$9.25	\$9.30	\$6.35	\$0.21	8.0	\$78.59	\$105.33	\$132.07	\$105.33	\$132.07	\$132.07
Reboundman	\$48.99	\$9.25	\$9.30	\$6.35	\$0.21	8.0	\$74.10	\$98.595	\$123.09	\$98.595	\$123.09	\$123.09
Entry-Level Gunite Worker Step 1 <sup>f</sup> (0-1000 hours)	\$35.84	\$6.18	\$9.30	\$6.35	\$0.18	8.0	\$57.85	\$75.77	\$93.69	\$75.77	\$93.69	\$93.69
Entry-Level Gunite Worker Step 2 <sup>f</sup> (1001- 2000 hours)	\$37.84	\$6.18	\$9.30	\$6.35	\$0.18	8.0	\$59.85	\$78.77	\$97.69	\$78.77	\$97.69	\$97.69

Determination: SC-102-345-1-2024-1 Page 2 of 2

### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

- <sup>b</sup> Includes an amount per hour worked for Supplemental Dues.
- <sup>c</sup> Rate applies to the first 3 overtime hours.
- <sup>d</sup> Rate applies to the first 11 overtime hours.

<sup>e</sup> In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

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

### Craft: Housemover (Laborer)

### **Determination:**

SC-102-507-1-2024-1

### **Issue Date:**

August 22, 2024

## Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

## Localities:

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

### Wages and Employer Payments:

Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
Hourly	and		and		b		Hourly	Overtime	Overtime	Holiday
Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
			а					Rate	Rate	Hourly
								(1 ½ X) °	(1 ½ X) <sup>c</sup>	Rate
			•					. ,	d	(2 X)
\$43.93	<b>\$9.25</b>	\$12.07	\$5.02	\$0.80	\$0.57	8.0	\$71.64	\$93.605	\$93.605	\$115.57
	Hourly Rate	Hourly and Rate Welfare	Hourly and Rate Welfare	Hourly and Rate Welfare and Holiday a	Hourly and and Rate Welfare and and Holiday	Hourly and and b Rate Welfare Holiday a	Hourly and and b Rate Welfare a	Hourly and and b Hourly Rate Welfare and and and b Hourly Rate	Hourly and Rate Welfare Holiday a Hourly a Hourly Covertime Holiday a Hourly Covertime Hourly Rate (1 ½ X) °	Hourly and Rate Welfare and and and and b Hourly Rate Hourly a (1 ½ X) c (1 ½ X) c d

## **Recognized holidays:**

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

## Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-102-507-1-2024-1 Page 2 of 2

<sup>b</sup> Include an amount for Contract Administration Fund (\$0.09), Contract Compliance Trust Fund (\$0.30), Industry Fund (\$0.12), and Laborers Trusts' Administrative Trust Fund (\$0.06).

<sup>c</sup> Any hours over 12 hours in a single workday are double time.

<sup>d</sup> If the employee is unable to complete the forty (40) hours during the normal workweek, Monday through Friday, due to inclement weather or a situation beyond the employers control, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate in the same workweek.

<sup>&</sup>lt;sup>a</sup> Includes Supplemental Dues contribution.

### Craft: Asbestos and Lead Abatement (Laborer) #

### Determination:

SC-102-882-1-2024-2

### Issue Date:

August 22, 2024

### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

### Localities:

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

### Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	and Holiday <sup>a</sup>	Training	Other⁵	Hours	Total Hourly Rate	Daily Overtime Hourly Rate	Saturday Overtime Hourly Rate <sup>c</sup>	Sunday/ Holiday Overtime Hourly
				•					(1 ½ X)	(1 ½ X)	Rate (2 X)
Asbestos and Lead Abatement Worker	\$43.88	\$9.25	\$12.07	\$5.02	\$0.85	\$0.51	8.0	\$71.58	\$93.52	\$93.52	\$115.46

### Note:

Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

## **Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

Determination: SC-102-882-1-2024-2 Page 2 of 2

<u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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

<sup>c</sup> Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

<sup>&</sup>lt;sup>b</sup> Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

### Craft: Horizontal Directional Drilling (Laborer)<sup>#</sup>

#### Determination:

SC-102-1184-1-2024-1

### **Issue Date:**

August 22, 2024

### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

### Localities:

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

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday <sup>a</sup>				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X) <sup>b</sup>	Rate
											(2 X)
Group 1 (Drilling Crew Laborer)	\$45.34	\$9.25	\$8.42	\$3.55	\$0.46	\$1.08	8	\$68.10	\$90.77	\$90.77	\$113.44
Group 2 (Vehicle Operator/	\$45.51	\$9.25	\$8.42	\$3.55	\$0.46	\$1.08	8	\$68.27	\$91.025	\$91.025	\$113.78
Hauler)	φ-τ0.01	ψ0.20	Ψ0.+2	ψ0.00	ψ0.40	ψ1.00	U	ψ00.21	ψ01.020	φ01.020	φ110.70
Group 3 (Horizontal Directional	\$47.36	\$9.25	\$8.42	\$3.55	\$0.46	\$1.08	8	\$70.12	\$93.80	\$93.80	\$117.48
Drill Operator)	ψ47.50	ψ9.20	ψ0.42	ψ0.00	ψ0.40	ψ1.00	0	ψ/0.1Ζ	ψ90.00	ψ90.00	φ117.40
Group 4 (Electronic Tracking											
Locator, Subsurface Imaging	\$49.36	\$9.25	\$8.42	\$3.55	\$0.46	\$1.08	8	\$72.12	\$96.80	\$96.80	\$121.48
Laborer)											

## Wages and Employer Payments:

# Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

Determination: SC-102-1184-1-2024-1 Page 2 of 2

<u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

<sup>a</sup> Includes an amount for Supplemental Dues.

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

### Craft: LANDSCAPE/IRRIGATION LABORER/TENDER#

#### **Determination:**

SC-102-X-14-2024-2

#### **Issue Date:**

August 22, 2024

### Expiration date of determination:

July 31, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

#### Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly	Saturday Overtime Hourly	Sunday/ Holiday Overtime
									Rate <sup>⊳</sup> (1 ½ X)	Rate <sup>b c</sup> (1 ½ X)	Hourly Rate
											(2 X)
Landscape/Irrigation Laborer	\$42.07	\$9.25	\$12.07	\$5.02	\$0.80	\$0.50	8.0	\$69.71	\$90.745	\$90.745	\$111.78
Landscape Hydro Seeder	\$43.17	\$9.25	\$12.07	\$5.02	\$0.80	\$0.50	8.0	\$70.81	\$92.395	\$92.395	\$113.98

### **Determination:**

SC-102-X-14-2024-2A

#### Issue Date:

August 22, 2024

### Expiration date of determination:

July 31, 2025\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Determination: SC-102-X-14-2024-2 Page 2 of 2

#### Localities:

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

### Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly Rate	and Welfare		and Holiday <sup>a</sup>				Hourly Rate	Overtime Hourly	Overtime Hourly	Holiday Overtime
Classification	i lato	11 on al o		rionady					Rate <sup>b</sup>	Rate <sup>b c</sup>	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Landscape/Irrigation Tender <sup>d</sup>	\$20.80	\$3.90	\$2.19	\$1.18	\$0.00	\$0.00	8.0	\$28.07	\$38.470	\$38.470	\$48.870

## **Recognized holidays:**

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

### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>a</sup> Includes an amount per hour worked for Supplemental Dues.

<sup>d</sup> The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

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

<sup>&</sup>lt;sup>b</sup> Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

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

# Craft: TREE MAINTENANCE (LABORER)<sup>1</sup>

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

### **Determination:**

SC-102-X-20-2024-1

### **Issue Date:**

August 22, 2024



### Expiration date of determination:

June 30, 2025\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

### Localities:

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

### Wages and Employer Payments:

Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Senior Tree Trimmer	\$26.39	\$3.80	\$2.26	\$2.47	\$0.00	\$0.30	8.0	\$35.22	\$48.415	\$61.61
Tree Trimmer	\$24.39	\$3.80	\$2.26	\$2.27	\$0.00	\$0.30	8.0	\$33.02	\$45.215	\$57.41
Groundperson	\$22.75	\$3.80	\$2.26	\$2.12	\$0.00	\$0.30	8.0	\$31.23	\$42.605	\$53.98

## **Recognized holidays:**

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

Determination: SC-102-X-20-2024-1 Page 2 of 2

### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>1</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

- <sup>2</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.
- <sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.
- <sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

### **Craft: Light Fixture Maintenance**

Determination:

SC-830-61-1-2024-1

**Issue Date:** February 22, 2024

### Expiration date of determination:

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

#### Localities:

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

#### Wages and Employer Payments:

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

**Determination:** 

SC-830-61-2-2024-1

Issue Date:

February 22, 2024

#### Expiration date of determination:

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

Determination: SC-830-61-1-2024-1 Page 2 of 2

#### Localities:

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

#### Wages and Employer Payments:

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

### **Recognized holidays:**

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

#### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

### Craft: Landscape Maintenance Laborer

(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction)<sup>a</sup>

### Determination:

SC-LML-2024-1

### **Issue Date:**

February 22, 2024

### Expiration date of determination:

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

# Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Holiday	Training	Hours	Total	Overtime
L a a a litre	Hourly	and				_		Hourly	Hourly
Locality	Rate	Welfare						Rate	Rate
									(1 ½ X)
Imperial	\$16.00	\$0.00	\$0.00	\$0.115 <sup>b</sup>	\$0.17	\$0.00	8.0	\$16.285 <sup>c</sup>	\$24.285 <sup>c</sup>
Inyo, Mono and San Bernardino	\$16.00	\$0.00	\$0.00	\$0.30	\$0.17	\$0.00	8.0	\$16.47	\$24.47
Kern	\$16.00	\$0.00	\$0.00	\$0.16 <sup>d</sup>	\$0.17	\$0.00	8.0	\$16.33°	\$24.33 <sup>c</sup>
	\$16.00	\$0.00	\$0.00	\$0.27 <sup>e</sup>	\$0.46	\$0.00	8.0	\$16.73°	\$24.73°
Los Angeles	\$16.00	\$0.89	\$0.00	\$0.115 <sup>f</sup>	\$0.14	\$0.00	8.0	\$17.145 <sup>°</sup>	\$25.145°
Orange	\$16.00	\$0.00	\$0.00	\$0.11 <sup>g</sup>	\$0.11	\$0.00	8.0	\$16.22 <sup>c</sup>	\$24.22 <sup>c</sup>
Riverside	<u>\$16</u> .00	\$0.00	\$0.00	\$0.20 <sup>h</sup>	\$0.16	\$0.00	8.0	\$16.36 <sup>c</sup>	\$24.36 <sup>c</sup>
San Diego	\$16.00	\$0.00	\$0.00	\$0.22	\$0.115	\$0.00	8.0	\$16.335	\$24.335
	\$16.00	\$0.00	\$0.00	\$0.24	\$0.12	\$0.00	8.0	\$16.36	\$24.36
San Luis Obispo	\$16.00	\$0.00	\$0.00	\$0.15 <sup>i</sup>	\$0.15	\$0.00	8.0	\$16.30	\$24.30
	\$16.00	\$0.00	\$0.00	\$0.16 <sup>j</sup>	\$0.16	\$0.00	8.0	\$16.32	\$24.32
Santa Barbara	\$16.00	\$0.00	\$0.00	\$0.12 <sup>k</sup>	\$0.12	\$0.00	8.0	\$16.24 <sup>c</sup>	\$24.24 <sup>c</sup>
	\$16.00	\$0.00	\$0.00	\$0.13 <sup>1</sup>	\$0.13	\$0.00	8.0	\$16.26 <sup>c</sup>	\$24.26 <sup>c</sup>
Ventura	\$16.00	\$0.00	\$0.00	\$0.115	\$0.16	\$0.00	8.0	\$16.275	\$24.275
	\$16.00	\$2.97	\$0.00	\$0.19 <sup>m</sup>	\$0.26	\$0.00	8.0	\$19.42 <sup>c</sup>	\$27.42 <sup>c</sup>

## NOTE:

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

### **Recognized holidays:**

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

### Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing</u> <u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>a</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or postconstruction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

**ROUTINE** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

**COMPLEX** – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

<sup>b</sup> \$0.22 after 3 years of service.

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

<sup>d</sup> \$0.31 after 2 years of service.

- \$0.54 after 2 years of service: \$0.81 after 3 years of service.
- f \$0.24 after 3 years of service: \$0.37 after 7 years of service.
- <sup>g</sup> \$0.22 after 4 years of service.
- <sup>h</sup> \$0.40 after 3 years of service.
- <sup>+</sup> \$0.29 after 2 years of service.
- <sup>1</sup> \$0.31 after 2 years of service.
- <sup>k</sup> \$0.23 after 2 years of service.
- <sup>1</sup> \$0.27 after 2 years of service.
- <sup>m</sup> \$0.38 after 3 years of service.



Superseded General Decision Number: CA20230026

State: California

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

County: San Bernardino County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul> <li>Executive Order 14026 generally applies to the contract.</li> <li>The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number 0 1 2 3 4 5 6 7 8 9 10 ASBE0005-002 09/01/20	Publication Dat 01/05/2024 01/12/2024 02/09/2024 02/23/2024 05/24/2024 06/28/2024 07/05/2024 07/12/2024 08/09/2024 08/16/2024 08/23/2024	e	
	Rates	Fringes	
Asbestos Workers/Insul (Includes the applicat all insulating materia protective coverings, coatings, and finishes types of mechanical sy Fire Stop Technician (Application of Firest Materials for wall ope and penetrations in wa floors, ceilings and o walls)	ator ion of als, to all vstems)\$ 49.5 copping enings alls, curtain	8 25.27	2
ASBE0005-004 07/04/20	)22		
Asbestos Removal worker/hazardous mater handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, and disposing of all insulation materials f mechanical systems, wh they contain asbestos	bagging From hether		
BOIL0092-003 01/01/20	Rates	Fringes	
BOILERMAKER	\$ 51.9	-	
* BRCA0004-011 05/01/2	2024		
	Rates	Fringes	
BRICKLAYER; MARBLE SET	TER\$ 45.5	3 20.29	
*The wage scale for Blythe, China lake, Palms, Needles and 1 State Line) will be standard San Bernard	Death Valley, For 1-15 corridor (Bar Three Dollars (\$3	t Irwin, Twenty-Nin stow to the Nevada .00) above the	e

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	Rates	Fringes	
MARBLE FINISHER	\$ 40.21	15.23	
TILE FINISHER	\$ 34.78	13.64	
TILE LAYER	\$ 48.29	19.18	
BRCA0018-010 09/01/2023			
	Rates	Fringes	
TERRAZZO FINISHER	\$ 39.95	14.65	
TERRAZZO WORKER/SETTER	\$ 47.85	15.14	
CARP0213-001 07/01/2021			
	Rates	Fringes	
CARPENTER			
(1) Carpenter, Cabinet			
Installer, Insulation			
Installer, Hardwood Floor			
Worker and acoustical			
installer		16.28	
(2) Millwright	\$ 52.10	16.48	
(3) Piledrivermen/Derrick			
Bargeman, Bridge or Dock			
Carpenter, Heavy Framer,			
Rock Bargeman or Scowman,			
Rockslinger, Shingler (Commercial)	¢ E1 72	16.28	
	σ 21.12	10.20	

(6) Scaffold Builder.....\$ 42.80(7) Table Power Saw Operator.....\$\_51.70 16.28 FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by

piledrivers): \$0.13 per hour additional.

Power Stapler.....\$ 51.85

(5) Sawfiler.....\$ 51.69

(4) Pneumatic Nailer,

CARP0213-002 07/01/2021					
	Rates	Fringes			
Diver					
(1) Wet	\$ 834.40	16.28			
(2) Standby	\$ 445.84	16.28			
(3) Tender	\$ 437.84	16.28			
<pre>(4) Assistant Tender</pre>	\$ 413.84	16.28			
Amounts in ""Rates' column are per day					
CARP0213-004 07/01/2021					
	Rates	Fringes			
Drywall					

DRYWALL INSTALLER/LATHER....\$ 51.60

16.28

16.28

16.28

STOCKER/SCRAPPER.....\$ 22.16

8.62

CARP0721-001 07/01/2021

Rates

Fringes

Modular Furniture Installer.....\$ 21.85 7.15 \_\_\_\_\_

ELEC0440-004 12/27/2021

COMMUNICATIONS AND SYSTEMS WORK

Rates Fringes

Communications System		
Installer	39.60	3%+16.89
Technician\$	33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2021 Rates 45.75 Electricians:....

CABLE SPLICER: \$1.50 per hour above Electrician rate. TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

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ELEC1245-001 06/01/2024

Rates Fringes

Fringes

3%+25.33

LINE CONSTRUCTION (1) Lineman; Cable splicer..\$ 70.16 24.46 (2) Equipment specialist (operates crawler

tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), overhead & underground distribution		
line equipment)\$ 53	30 22.01	L
(3) Groundman\$ 40		
(4) Powderman\$ 51	87 18.79	)
HOLIDAYS: New Year's Day, M.L. King Independence Day, Labor Day, Veterar and day after Thanksgiving, Christma	ns Day, Thanksgiving	g Day
ELEV0018-001 01/01/2024		
Rate	es Fringes	
ELEVATOR MECHANIC\$ 66	63 37.885+a+b	
FOOTNOTE: a. PAID VACATION: Employer contributive rate as vacation pay credit for employeers of service, and 6% for 6 month	oyees with more that	an 5
b. PAID HOLIDAYS: New Year's Day, Me Day, Labor Day, Veterans' Day, Than after Thanksgiving, and Christmas Da	sgiving Day, Friday	
ENGI0012-004 08/01/2024		· · · · · ·
Rate	es Fringes	
OPERATOR: Power Equipment		, ,
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman\$ 64	10 38.75	5
(2) Dredge dozer		
<ul><li>(3) Deckmate</li></ul>	02 38.75	
winch on dredge)\$ 57	47 38.75	
(5) Fireman-Oiler,		
Deckhand, Bargeman, Leveehand\$56	93 38.75	
(6) Barge Mate\$ 57.		
ENGI0012-024 07/01/2023		
Rate	es Fringes	
OPERATOR: Power Equipment		
(All Other Work) GROUP 1\$ 53	00 22 00	
GROUP 1\$ 53. GROUP 2\$ 54.		
GROUP 3\$ 54		
GROUP 4\$ 56	46 32.86	
GROUP 6\$ 56		
GROUP 8\$56 GROUP 10\$56		
GROUP 10\$ 56. GROUP 12\$ 57.		
GROUP 13\$ 57.		
GROUP 14\$ 57	21 32.86	
GROUP 15\$ 57.		
GROUP 16\$ 57		
GROUP 17\$ 57	58 32.86	,

	GROUP 18\$	57.68	32.80	
	GROUP 19\$	57.79	32.80	
	GROUP 20\$	57.91	32.80	
	GROUP 21\$	58.08	32.80	
	GROUP 22\$	58.18	32.80	
	GROUP 23\$	58.29	32.80	
	GROUP 24\$	58.41	32.80	
	GROUP 25\$	58.58	32.80	
0	PERATOR: Power Equipment			
(	Cranes, Piledriving &			
H	pisting)			
	GROUP 1\$	55.25	32.80	
	GROUP 2\$	56.03	32.80	
	GROUP 3\$	56.32	32.80	
	GROUP 4\$	56.46	32.80	
	GROUP 5\$	56.68	32.80	
	GROUP 6\$	56.79	32.80	ļ
	GROUP 7\$	56.91	32.80	
	GROUP 8\$	57.08	32.80	
	GROUP 9\$	57.25	32.80	
	GROUP 10\$	58.25	32.80	
	GROUP 11\$	59.25	32.80	
	GROUP 12\$	60.25	32.80	
	GROUP 13\$	61.25	32.80	
0	PERATOR: Power Equipment			
(	Funnel Work)			
	GROUP 1\$	55.75	32.80	
	GROUP 2\$	56.53	32.80	
	GROUP 3\$	56.82	32.80	
	GROUP 4\$	56.96	32.80	
	GROUP 5\$	57.18	32.80	
	GROUP 6\$	57.29	32.80	
	GROUP 7\$	57.41	32.80	

#### PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

#### SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling, pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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

GROUP 21: Rubber-tired earth-moving equipment operator,

operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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

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

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

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

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

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

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

#### REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0433-006 01/01/2024

Rat	es Fri	nges
IRONWORKER		
Fence Erector\$ 42	.53	26.26
Ornamental, Reinforcing		
and Structural\$ 47	.45	34.90

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PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,



Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

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

#### LAB00300-005 07/01/2024

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Rates Fringes

Fringes

Asbestos Removal Laborer.....\$ 43.88 25.13

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

LAB00345-001 07/01/2022

Rates

LABORER (GUNITE)

	JN11C)	
GROUP	1\$	48.50
GROUP	2\$	47.55
GROUP	3\$	44.01

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

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00783-002 07/01/2022

Rates Fringes

LABORER (TL	JNNEL)	
GROUP	1\$ 45.68	

	2\$ 3\$		23.30 23.30
GROUP	4\$	47.15	23.30
LABORER			
GROUP	1\$	36.39	21.04
GROUP	2\$	36.94	21.04
GROUP	3\$	37.49	21.04
GROUP	4\$	39.04	21.04
GROUP	5\$	39.39	21.04

#### LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

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

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;

Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

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

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

#### TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

LAB00783-005 07/01/2022

Rates Fringes

1 4 5 6 1 4 6 4 6 6 1 6 7 / 6 1 / 2 6 2 2

LAB01184-001 07/01/2022

1	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer\$	40.69	18.25
<pre>(2) Vehicle Operator/Hauler.\$</pre>	40.86	18.25
(3) Horizontal Directional		
Drill Operator\$	42.71	18.25
(4) Electronic Tracking		
Locator\$	44 71	18.25
Laborers: (STRIPING/SLURRY		10.23
SEAL)	44 . 0.0	
GROUP 1\$	41.90	21.32
GROUP 2\$	43.20	21.32
GROUP 3\$	45.21	21.32
GROUP 4\$		21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

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

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

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

### LAB01414-003 08/03/2022

I	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER\$	38.92	23.32
PLASTER TENDER\$	41.47	23.32

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

Work at Military Bases - \$3.00 additional per hour: Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB. PAIN0036-001 07/01/2023 Rates Fringes Painters: (Including Lead Abatement) (1) Repaint (excludes San Diego County).....\$ 29.59 17.12 (2) All Other Work.....\$ 38.52 18.64 REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities. PAIN0036-008 09/01/2022 Rates Fringes DRYWALL FINISHER/TAPER.....\$ 46.28 PAIN0036-015 01/01/2020 Rates Fringes GLAZIER.....\$43.45 23.39 FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up PAIN1247-002 01/01/2024 Rates Fringes SOFT FLOOR LAYER. ....\$ 43.20 18.03 -----\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ PLAS0200-008 08/03/2022 Rates Fringes PLASTERER.....\$ 47.37 19.64 FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour. PLAS0500-002 07/01/2023 Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 44.00 27.11

	Rates	Fringes
PLUMBER, PIPEFITTER,		
TEAMFITTER Work at Edwards AFB	¢ <1 10	26.51
Work at Fort Irwin Army	04.10	20.51
Base Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine	\$ 67.68	26.51
Palms Marine Base Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of	\$ 64.18	26.51
floor space	\$ 53.51	25.28
work All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant	\$ 42.49	23.86
<pre>improvement and remodel work</pre>	\$ 55.18	26.26
PLUM0345-001 09/01/2023		
	Rates	Fringes
LUMBER		
Landscape/Irrigation Fitter Sewer & Storm Drain Work		25.90 23.28
	······································	
ROOF0036-002 08/01/2024	-	
	Rates	Fringes
00FER	\$ 49.43	20.58

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to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-009 01/01/2024

Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario

 SPRINKLER FITTER.....\$ 45.31
 27.91

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SFCA0709-004 09/01/2023

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire)	.\$ 54.29	32.00
SHEE0105-003 07/01/2024		
LOS ANGELES (South of a straight Big Pines)and Catalina Island, I of Hwy 395), MONO ORANGE, RIVERS	NYO, KERN (North	east part, East
	Rates	Fringes
<pre>SHEET METAL WORKER    (1) Commercial - New    Construction and Remodel    work    (2) Industrial work    including air pollution    control systems, noise    abatement, hand rails,    guard rails, excluding    aritechtural sheet metal    work, excluding A-C,    heating, ventilating    systems for human comfort</pre>		30.34
TEAM0011-002 07/01/2023		
	Rates	Fringes

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#### TRUCK DRIVER

GROUP	1\$		33.69
GROUP	2\$	38.34	33.69
GROUP	3\$	38.47	33.69
GROUP	4\$	38.66	33.69
GROUP	5\$	38.69	33.69
GROUP	6\$	38.72	33.69
GROUP	7\$	38.97	33.69
GROUP	8\$	39.22	33.69
GROUP	9\$	39.42	33.69
GROUP	10\$	39.72	33.69
GROUP	11\$	40.22	33.69
GROUP	12\$	40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB] GROUP 1: Truck driver

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

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

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

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

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

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

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

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

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

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

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GROUP 12: Boom Truck 17K and above

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

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



violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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

#### Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"



## LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

Exhibit A- Summit Valley Road proposed Channelizer installation (4 pages)

SAN BERNARDINO COUNTY STANDARDS:

303b 2018 CALTRANS STANDARD PLANS: A20A Т9 T13 T13A T13B 2014 CA MUTCD (REVISION 8): 2A-2 (CA)

# **EXHIBIT A - SUMMIT VALLEY ROAD PROPOSED CHANNELIZER INSTALLATION**



### NOTES:

- 1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC COTROL DEVICES (CA MUTCD).
- 2. SIGNS AND CHANNELIZER SPACING TO BE ADJUSTED BASED ON FIELD CONDITIONS.

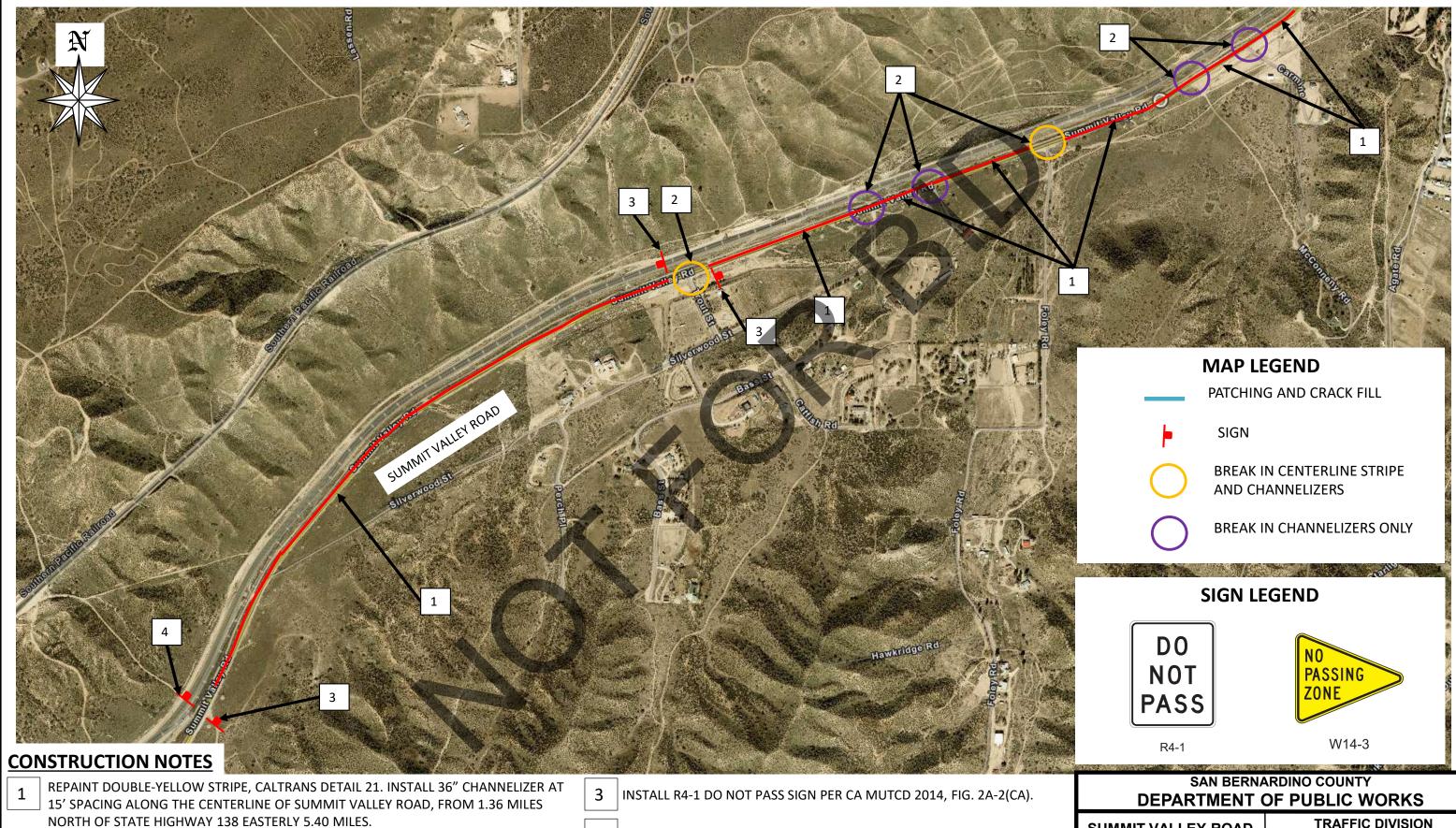
# **DEPARTMENT OF PUBLIC WORKS**

## SUMMIT VALLEY ROAD 1.36M N, SH138 N 5.4M

CHANNELIZER INSTALLATION W.O. H15255

**TRAFFIC DIVISION** DRAWN BY: LL/JHC SCALE: N.T.S. AREA: PHN

DATE: 8/27/2024 SHEET: 1 OF 4 **YARD:** 11



4

MAINTAIN 50' GAP IN CHANNELIZERS AT INTERSECTIONS OR DRIVEWAY FOR TURNING MOVEMENT.

2

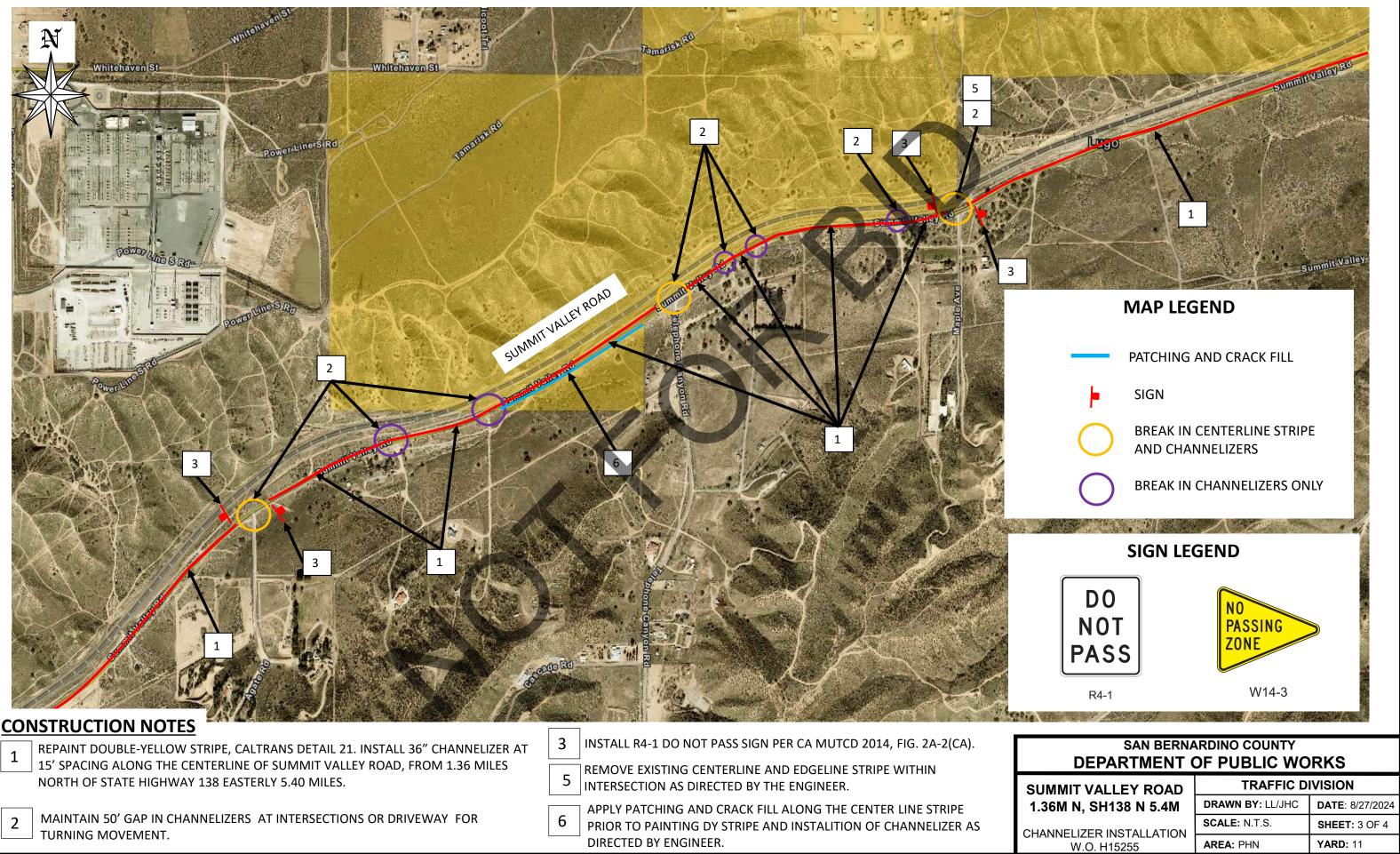
INSTALL W14-3 DO NOT PASSING SIGN PER CA MUTCD 2014, FIG. 2A-2(CA).

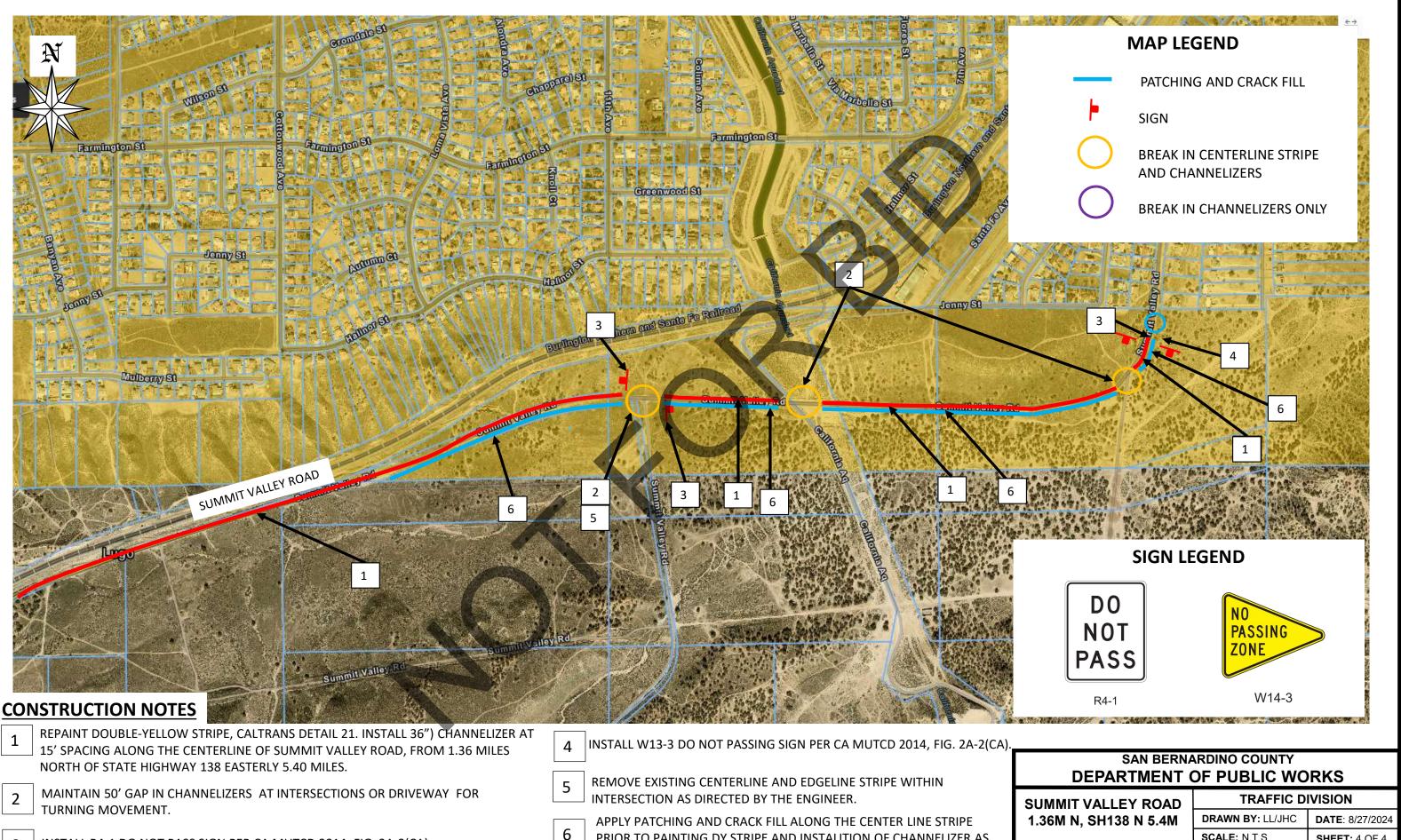
SUMMIT VALLEY ROAD
1.36M N, SH138 N 5.4M

CHANNELIZER INSTALLATION W.O. H15255

DRAWN BY: LL/JHC	DAT
SCALE: N.T.S.	SHE
AREA: PHN	YAR

DATE: 8/27/2024
SHEET: 2 OF 4
<b>YARD:</b> 11





INSTALL R4-1 DO NOT PASS SIGN PER CA MUTCD 2014, FIG. 2A-2(CA).

3

PRIOR TO PAINTING DY STRIPE AND INSTALITION OF CHANNELIZER AS DIRECTED BY ENGINEER.

CHANNELIZER INSTALLATION W.O. H15255

SCALE: N.T.S. AREA: PHN

SHEET: 4 OF 4 **YARD:** 11

