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

THIRD STREET AND PACIFIC STREET BUS STOP IMROVEMENT

THIRD STREET AT PEDLEY ROAD, PACIFIC STREET AT GLASGOW AVENUE, PACIFIC STREET AT DEL ROSA AVENUE

LENGTH: Various Locations WORK ORDER: Third Street H15252, Pacific Street H15248 AREA: SAN BERNARDINO ROAD NO.: 813050010, 629050020, 629050040

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

- 1. California Department of Transportation (Caltrans) 2023 Standard Specifications, including the Caltrans 2023 Revised Standard Specifications, unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2023, including Revised Standard Plans (Revisions through 2024), unless specified otherwise in these Special Provisions.
- 3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS



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

THIRD STREET AND PACIFIC STREET BUS STOP IMPROVEMENT

THIRD STREET AT PEDLEY ROAD, PACIFIC STREET AT GLASGOW AVENUE, PACIFIC STREET AT DEL ROSA AVENUE

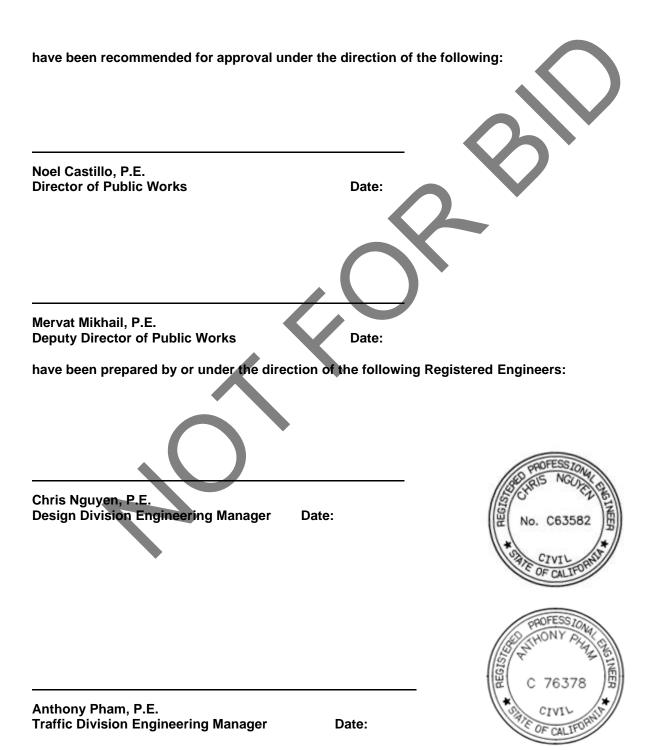


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NOTICE TO BIDDERS

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

10:00 A.M., THURSDAY, XXXXXXX XX, 20XX

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 also be registered with the Department of Industrial <u>Relations</u> at the time of award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, please see http://www.dir.ca.gov/Public-Works/SB854.html.

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/bso/. (<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</u>) or hard copy in person, with <u>the bidder's security described herein in</u> <u>a sealed envelope prior to the proposal opening date and time</u>, 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:

THIRD STREET AND PACIFIC STREET BUS STOP IMPROVEMENT

THIRD STREET AT PEDLEY ROAD, PACIFIC STREET AT GLASGOW AVENUE, PACIFIC STREET AT DEL ROSA AVENUE

> LENGTH: Various Locations WORK ORDER: Third Street H15252, Pacific Street H15248 AREA: SAN BERNARDINO ROAD NO.: 813050010, 629050020, 629050040

The work, in general, consists of installing Bus Boarding Landing Pads, Sidewalk, Curb & Gutter, and ADA Ramp.

This project requires a **Class A or C08** 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.

A non-mandatory pre-bid meeting is scheduled for : 10:00 A.M., WEDNESDAY, FEBRUARY xx, 20xx

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 2023 Standard Specifications, including the Caltrans 2023 Revised Standard Specifications, unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2023, including Revised Standard Plans (Revisions through 2024), 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 3rd 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 <u>within 10 days</u>, and the contract bonds, copy of insurance policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided <u>within 10 days</u>, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution.

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 <u>within 15 days</u> 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

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

QUESTIONS: Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **4:00 P.M.** on **Friday, February xx, 202**5.

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</u> DOING BUSINESS WITH THE COUNTY.

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

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

EMERGING SMALL BUSINESS ENTERPRISE PROGRAM: Contractors are encouraged to participate in the San Bernardino County Emerging Small Business Enterprise (ESBE) Program. Questions regarding the ESBE Program should be directed to the 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 of the 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 unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

(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 HAULIN

G 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 <u>Contracts of One Million Dollars (\$1,000,000) or More</u>): 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-countryinformation/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 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
	By:
	ANDY SILAO, P.E., Engineering Manager
	Contracts Division
~	DATE: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Ó	
~	

SPECIAL PROVISIONS ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *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* for any other reference to a paragraph of the *Standard Specifications*.

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

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. California Department of Transportation (Caltrans) 2023 Standard Specifications, including the Caltrans 2023 Revised Standard Specifications, unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2023, including Revised Standard Plans (Revisions through 2024), unless specified otherwise in these Special Provisions.
- 3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

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

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

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

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

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

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

1. Department – 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 – San Bernardino County.

8. Awarding Authority - Means the authorized body or officer that awarded the public works contract.

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

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 19	
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.

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</u> that fails to include an executed Noncollusion Declaration shall be considered nonresponsive.

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

Delete section 2-1.04, "PREBID OUTREACH MEETING"

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the Information Handout	Cross Sections
Available as specified in the Standard	Foundation Report, Dola Ditch Bridge, County Bridge
Specifications	No. 81, Caltrans Bridge No. 54C0285 and Foundation
	Report, Lanzit Ditch Bridge, County Bridge No. 82,
	Caltrans Bridge No. 54C0286
Included with the project plans	Log of Test Borings

Delete the 3rd, 4th ,5th ,6th ,7th and 8th Paragraph of section 2-1.06, "SUPPLEMENTAL PROJECT INFORMATION"

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 3rd 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 through the San Bernardino County Electronic Procurement Network (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 disqualified. Late or incomplete bids will be considered non responsive. A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project). System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com 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 3rd 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 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. 3rd Street, Front Reception, San Bernardino, California, 92415-0835. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.

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

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

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

2-1.43 PUBLIC OPENING OF THE BID

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's 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":

Proposals shall be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for or if they are conditional or incomplete bids. Proposals may be rejected if there are erasures or irregularities of any kind.

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

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

2-1.47 BID RELIEF

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

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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 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; (4) Contractor shall post

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 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

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:

1. The bid protest is in writing.

2. 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 (6th) business day</u> <u>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.

3. The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protest 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 10 days (excluding Saturday, Sunday and holidays) after receiving those documents for execution.

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

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

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

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

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

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

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

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

3-1.21 CONFLICT OF INTEREST

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

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

3-1.22 FORMER COUNTY OFFICIALS

Contractor must provide information on former San Bernardino County Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of their business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the proposal being deemed nonresponsive.

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

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

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

TITLE VI ASSURANCES

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

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

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

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

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

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part. (6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through

(6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction. Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

3-1.24 REFERENCE CHECKS

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

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

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

In accordance with Public Contract Code section 2204(a), 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 government in response Russia's imposed bv the U.S. to actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-countryinformation/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.

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4 SCOPE OF WORK

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

The work, in general, consists of installing Bus Boarding Landing Pads, Sidewalk, Curb & Gutter, and ADA Ramp.

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

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term "significant change" shall be construed to apply only to the following circumstances:

a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; 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 SP - 26 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."

Add to section 4-1.06A(1):

Payment:

Full compensation for conforming to the requirements of this section shall be considered as included in "Supplemental Work At Force Account (Unforeseen Differing Site Conditions and Utility Conflict)", and no additional compensation will be allowed thereto.

Delete section 4-1.07, "VALUE ENGINEERING."

SP-14

5 CONTROL OF WORK

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

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

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

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

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

5-1.12 ASSIGNMENT

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

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

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

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

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

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations 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 (if applicable), or personnel from another state, federal, or local agency upon request.

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

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

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

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

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

High Risk Facility Notification:

Certain underground facilities exist that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: underground electric supply system conductors or cables, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

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

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: underground electric supply system conductors or cables, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

Regional notification centers include but are not limited to the following: Underground Service Alert of Southern California (USA) 1-800-227-2600 Attention is directed to other obstructions as follows: AGENCY CONTACTS The following utility/municipal agencies have facilities within the limits of the subject project:

AGENCY CONTACTS

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

AGENCY		ADDRESS / PHONE / CELL
AT&T	Randy Seabert	3073 Adams Street
	<u>Rs3424@att.com</u>	Riverside, CA 92504
		(951) 359-2511
City of Highland	Ernest Wong	27215 Base Line
	digalert@cityofhighland.org	Highland, CA 92346
		(909) 864-6861 ext. 212
City of Riverside Public Utilities	Ryan Wishner	3901 Orange Street
	rwishner@riversideca.gov	Riverside, CA 92501
		(951) 826-5116
City of San Bernardino Public	Ernesto Salinas	182 South Sierra Way
Works	Salinas Er@sbcity.org	San Bernardino, CA 94208
		(909) 384-5045
East Valley Water District	Jason Wolf	31111 Greenspot Road
	jwolf@eastvalley.org	Highland, CA 92346
		(909) 888-8986
Frontier Communications	Ray Roundtree	32477 Haun Road
	Ray.roundtree@ftr.com	Menifee, CA 92584
		(714) 375-6760
		Emergency: (800) 921-8101
HP Communications	Juan Pulido	8440 Cottonwood Ave.
	juan.pulido@hpcomminc.com	Fontana, CA 92335
		(951) 572-1200
MCI (Verizon Business)	Ricardo Lozo Gongaza	18850 Orange Street
	Ricardo.gongaza@verizon.com	Bloomington, CA 92316
		(909) 360-6903
San Bernardino County ISD	Brad Grooms	670 E. Gilbert St.
	bgrooms@isd.sbcounty.gov	San Bernardino, CA 92415
		(909) 388-5544
San Bernardino Municipal	Robert Lindberg	397 Chandler Place
Water Department	Robert.lindberg@sbmwd.org	San Bernardino, CA 92408
		(909) 379-2615
San Bernardino Valley	Brent Adair	380 East Vanderbilt Way
Municipal Water District	brenta@sbvmwd.com	San Bernardino, CA 92408
		(909) 387-9257

Southern California Edison	Michael Galvan Michael.galvan@sce.com	287 Tennessee Street Redlands, CA 92373 (909) 307-6873 Emergency: (800) 611-1911
Southern California Gas	Kent Tam <u>ktam@socalgas.com</u> Joshua Rubal jrubal@socalgas.com	1981 W. Lugonia Ave Redlands, CA 92374 Emergency: (800) 427-2200
Spectrum	David Anderson David.anderson1@charter.com	7337 Central Ave, Riverside, CA 92504 (951) 406-1606 (951) 63 <u>4-158</u> 4 (cell)

The initial written utility notification and preliminary plans were sent to utility agencies on September 11, 2024, and contact has continued at various times since.

UTILITY RELOCATIONS

The following utilities will be relocated:

AGENCY	APPROXIMATE LOCATION	DETAILS
Any Agency	Throughout Project	 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.

UTILITY PROTECTION

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

AGENCY	APPROXIMATE LOCATION	DETAILS
AT&T	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place
City of Highland	 Waterlines, water meters, fire hydrants, valve cans and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable

City of Riverside Public Utilities	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	Contractor to locate and protect in place
City of San Bernardino Public Works	• Sewer lines, manholes, waterlines, valve cans, fire hydrants, water meters, and other appurtenant structures located throughout project limits	 Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable Contractor shall protect in place all manholes
East Valley Water District	 Sewer lines, manholes, waterlines, valve cans, fire hydrants, water meters, and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable Contractor shall protect in place all manholes
Frontier Communications	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place
HP Communications	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place
MCI (Verizon Business)	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place
San Bernardino County ISD	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place
San Bernardino Municipal Water District	 Waterlines, water meters, fire hydrants, valve cans and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
San Bernardino Valley Municipal Water District	 Waterlines and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable

Southern California Edison	 Overhead and underground facilities and other appurtenant structures located throughout project limits 	Contractor to locate and protect in place
Southern California Gas	 Gas lines, valve cans, and other appurtenant structures located throughout project limits 	 Contractor to locate and protect in place Contractor to adjust valve cans to final grade, if adjustable
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 Edison	Throughout project limits	Aerial and underground transmission lines Contractor to locate 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.

1. During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer. (See "Reset Roadside Signs" elsewhere in these Special Provisions).

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

3. Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.

4. 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.

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

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

Supplemental Work – The rearrangement of utilities is <u>not</u> anticipated work within the scope of the project.

Replace section 5-1.36C(2) with:

5-1.36C(2) Nonhighway Facility Protection

The utilities shown in the following table are not anticipated to interfere with the work and must be exposed or protected in place. Make arrangements with the utility owner (1) to conduct or witness all exposures .

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

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, 20104.2, 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</u> <u>CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY</u> <u>WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET</u> <u>SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE</u> <u>AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE</u> <u>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 http://countyline.sbcounty.gov/riskmanagement/content/forms/claim_against_county.pdf.

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

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

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6 CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

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

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

Reflective pavement markers:

Apex (4x4)

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

Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface:

Stimsonite 911 (4x4)

Stimsonite 944 SB (2x4) - formerly model 947

Stimsonite 948 (2.3x4.7)

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

Apex Universal, Ceramic

Ferro Corporation, Permark (ceramic)

Highway Ceramics Inc., Ceramic Safety

Signs Inc. "Safety Dot" Model SD4 (Polyester)

Traffic Control Signs Co., Titan, TM40WY (Polyester)

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

Edco, Models A 1107, AY 1108 (ABS)

Valterra Products - P20-2000W and P20-2001Y (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

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

Astro Optics Model TPM (4x4)

Flex-O-Lite Model RCM (4x4)

]Stimsonite 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex 35573558 (4x4)

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

Astro Optics Model TPM (4x4)

Davidson T.O.M. (Flexible) Flex-O-Lite Model (RCM) (4x4)

Stimsonite Model 66 (4x4)

Stimsonite 66GB (Grabber Bottom) (4x4)

Swareflex Model 30023004 (4x4)

Swareflex Model 35573558 (4x4)

Valterra Products 12801281 Series (Flexible)

3M Scotch-Lane A200 Pavement Marking System

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

Davidson T.R.P.M. with Reflexite PC-1000 Sheeting

Valterra Products - 128012

STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

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

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

ROADSIDE DELINEATORS

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 18" U-Channel anchor

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

Safe-Hit with 15" soil anchor (SHA5-15C-GL)

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

SP-24

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

Surface mount flexible type (48")

FlexStake Surface Mount H-D

CHANNELIZERS

Surface mount type (36")

Carsonite "Survivor" Model SMD-353

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

Carsonite Super Duck II "The Channelizer"

FlexStake Surface Mount H-D The Line Connection "Dura-Post"

Repo, Models 300 and 400

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

TRAFFIC CONES

Highway Safety Products 28"

Radiator Specialty Company 28"

Roadmarker Company "Stacker" 42"

Bent Manufacturing Co., "T-Top" 42"

TYPE "K" OBJECT MARKER (18")

Carsonite Models SMD 615 and SMD 615-A

Repo, Models 300 and 400

Safe-Hit Model SH718SMA

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

Carsonite, Super Duck II

The Line Connection, "Dura-Post"

Repo, Models 300 and 400

Safe-Hit

CONCRETE MEDIAN BARRIER DELINEATOR

Impactable Type

All West Plastics "Flexi-Guide 235"

Duraflex Corp. "Flexi 2020"

Davidson Portable Concrete Barrier Marker (PCBM-12)

Reflexite Barrier Mount Delineator (Mod. 661-662)

Non-impactable Type

Astro-Optics JD Series

Stimsonite 967

BARRIER DELINEATOR (16" GLUE DOWN TYPE)

Safe-Hit

GUARDRAIL DELINEATOR (27" NAIL ON TYPE)

Carsonite Guardrail Delineator Post (CFGR 427)

Safe-Hit 27-inch Guardrail Delineator

All West Plastics "Flexi-Guide" 327

METAL BEAM GUARDRAIL DELINEATOR

Duraflex Corp. "Railrider"

REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES

3M High Intensity

Reflexite PC 1000 (Metalized Polycarbonate)

Reflexite AP-1000 (Metalized Polyester)

Seibulite ULG (Ultralite Grade)

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

Regulatory Signs (Exclude STOP signs and Parking Signs):

T6500, ASTM D 4956-01, Type IV.

Stop Signs:

DG3, ASTM D 4956-09, Type X

Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

School Warning Signs:

FYG, ASTM D 4956-01, Type IX. SP - 41

Guide Signs:

T6501, ASTM D 4956-01, Type IV. Construction Signs: FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

SIGNING MATERIALS LEGEND:

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

Contractor 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 paragraphs 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 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).

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 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 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: http://www.dir.ca.gov/.

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.

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

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

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane except:

a. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter;

b. Excavations parallel to the lane for the purpose of pavement widening or reconstruction; and/or

c. Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.

3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract

4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane

Add the following sentences to the 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 This indemnification provision shall apply regardless of the existence or degree of fault of law. 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 Bernardino County</u> (a separate, legal public entity), and the <u>San Bernardino County Flood 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. Additionally, all policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the City of San Bernardino and City of Redlands, 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.

<u>Policies Primary and Non-Contributory</u> – All policies required herein are to be primary and noncontributory 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 http://www.ambest.com/. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

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

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements, whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department

of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

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

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

<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."

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8 PROSECUTION AND PROGRESS

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 1st 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 to be provided at least **5 working days** prior to construction
- 2. Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
- 3. Notice to Residents, in English and Spanish
- 4. Notice of Materials to be Used
- 5. Subcontracting Request
- 6. Staging Area

7. Water Pollution Control Program (WPCP) and Storm Water Pollution Prevention Plan (SWPPP) if required for project

8. All required environmental submittals

- 9. Traffic Control Plan.
- 10. Valid proof of approved permits, including Encroachment permit from the City, if applicable
- 11. List of personnel assigned to the project
- 12. Emergency contact list

13. 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.

14. Any other pre-construction submittals deemed necessary by the Engineer.

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

8-1.04B Standard Start

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

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

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 1st 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

	Liquidated Damages				
	Total bid		Liquidated damages		
	From over	То	per day		
	\$0	\$200,000	\$2,800		
	\$200,000	\$500,000	\$3,600		
	\$500,000	\$1,000,000	\$3,600		
	\$1,000,000	\$2,000,000	\$4,200		
	\$2,000,000	\$5,000,000	\$5,200		
•	\$5,000,000	\$10,000,000	\$6,700		
	\$10,000,000	\$20,000,000	\$9,500		
	\$20,000,000	\$50,000,000	\$13,200		
	\$50,000,000	\$100,000,000	\$16,000		
	\$100,000,000	\$250,000,000	\$19,300		

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

9 PAYMENT

Replace Section 9-1.02D with:

9-1.02D RESERVED

Delete the 11th, 12th, 13th, and 14th paragraphs in section 9-1.03. Replace the 16th paragraph in section 9-1.03 with

Pay subcontractors within 7 days of receipt of each progress payment under Business and Professions Code section 7108.5.

Replace section 9-1.07 with

9-1.07 RESERVED

Add the following paragraphs to section 9-1.16A

The Contractor shall accept all payments from the Department 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 the Department required to process EFT payments.

The provisions of Public Contract Code section 20104.50, cited immediately below, 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 (c).
- (e) For purposes of this article:
 - (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

- (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
- (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.
- (f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

Replace the 5th item in following paragraph 1 of section 9-1.16C with

5. Stored within the Department and you submit evidence that the stored material is subject to the Department's control.

Add the following paragraph to section 9-1.16C.

Payment for Materials on Hand, meeting the criteria in this section will be at the sole discretion of the Engineer.

Delete the 2nd paragraph in section 9-1.16D(1).

Replace the third paragraph in section 9-1.16E(1) with

Withholds are not retentions under Public Contract Code § 7107 and do not accrue interest.

Replace section 9-1.16F with

The Department 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 Department will retain **5%** of the payments made to Contractor and total retention proceeds withheld by the Department shall not exceed **5%** of the contract price. However, this limitation does not apply to amounts retained by Department 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 Department will direct the County Auditor will be directed to release the withheld funds.

Contractor may upon written request, and at its 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 ensure performance.

Replace 9-1.17D(1) with

After acceptance by the Director, then 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 Department 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 Department will pay the sum so found to be due. Such semifinal estimate and any payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claim(s) filed within the time and in the

manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

For additional claims procedures and rights 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 Department at its discretion.

Any costs or expenses incurred by the Department 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 Department within the meaning of the California False Claims Act.

Replace section 9-1.17D(2)(a) with

9-1.17D(2)(a) RESERVED

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

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

Replace section 9-1.22 with

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 GENERAL

Replace "Reserved" in section 10-1.02A with:

First Order of Work: You must obtain encroachment permit(s) from the <u>City of Highland</u>. Once the permit has been obtained from City Of Highland, you must then set up portable changeable message signs (PCMS) at the locations specified in these Special Provisions and as designated by the Engineer. You must install 2 signs two (2) weeks before the start of construction or as directed by the Engineer.

Second Order of Work: - You must contact the County Surveyors to request survey for horizontal and vertical control staking of the centerline of the roadway at least two (2) weeks before the start of construction.

The purpose for the survey request is for the County Surveyor to provide enough survey data for you to reconstruct the roadway in its current location. The survey data will be provided as follows:

- 1. Survey stakes will be provided at 50' maximum increments along tangent segments and at 25' maximum increments along horizontal curves, and 25' maximum increments along grade breaks.
- 2. Additional stakes may be provided at existing edge of pavement returns and other areas as requested by you, subject to the approval of the Engineer.
- 3. Stakes and marks set by the Engineer must be carefully preserved by you. In case the stakes and marks are destroyed or damaged, the stakes and marks will be replaced at the Engineer's earliest convenience. You will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Engineer were carelessly or willfully destroyed or damaged by your operations. This charge will be deducted from any moneys due or to become due you.

Third Order of Work: - You must submit a Traffic Control Plan detailing the proposed construction phase staging, lane shift plan, and traffic control during the pre-construction meeting for review and approval by the Engineer.

Fourth Order of Work: – Before the start of construction, you must coordinate with the Engineer and Environmental Management Division (EMD) for the approval of construction staging area per section 14. If approved staging area is outside of existing road right-of-way, you must be required to submit construction staging agreement with property owner to the Engineer.

Replace section 10-1.02D with:

You must take all necessary measurements and photos of all existing traffic control devices within the project limits including all striping and pavement markings prior to removal. The purpose for measurements and photos is to establish a record of existing traffic control devices and this record will be used for repainting stripes and pavement markings. The pavement markings and striping must be repainted per "Striping and Pavement Marking Locations" (Tables) attached elsewhere in these special provisions or as directed by the Engineer and section 84 of the Standard Specifications and these Special Provisions.

Add to the end of section 10-5:

This work consists 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.

You must furnish adequate dust control measures during normal non-work hours (e.g., nights, weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders. Additional dust control required during suspensions of work directed by the Engineer, for reasons stated in section 8-1.06 for which the Engineer authorizes extension of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05.

You are responsible for meeting and complying 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 providing all required personnel and signage, you are 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. You must also submit your proposed program and sign detail to meet the requirements of AQMD "Rule 403, Fugitive Dust" to the Engineer before the start of construction.

Should the County be fined due to your failure to complying with Rule 403 requirements, the amount of any such fines will be withheld from payments due you.

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11 WELDING

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

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

Replace section 12-1.04 with:

The cost of furnishing all flaggers, including transporting flaggers to provide for passage of public traffic through the work under the provisions in sections 7-1.03 and 7-1.04, and elsewhere in these Special Provisions, will be borne solely by you.

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

Replace section 12-3.01D with:

The payment for all temporary traffic control devices, necessary for traffic control plan, listed in section 12-3 is considered included in the payment for traffic control system, unless stated otherwise.

Delete the 3rd paragraph of section 12-3.11B(2)

Replace section 12-3.11C(2) with:

Install stationary-mounted signs as described as described in County Standard Plans 303(a) and 303(b) except:

- 1. Back braces and blocks for sign panels are not required for signs 48 inches or smaller in width and diamond-shaped signs 48 by 48 inches or smaller.
- 2. Bottom of the sign panel must be at least 7 feet above the edge of the traveled way.
- 3. You may install a construction area sign on an above-ground, temporary platform sign support or other support if authorized.

The Engineer determines the post size and number of posts if the type of sign installation is not shown.

Excavate each post hole by hand methods without the use of power equipment. You may use power equipment where you determine that subsurface utilities are not present in the area of the proposed post hole if authorized. Anchor sleeves must be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves must not be used.

The post-hole diameter must be at least 4 inches greater than the longest cross-sectional dimension of the post if it is backfilled with commercial-quality concrete.

Add between the 6th and 7th paragraphs in section 12-3	3.20C(1):
Reflectors on temporary <u>barrier system</u> must conform to the provisions in "App found in the green pages of these special provisions.	proved Traffic Products"
Replace section 12-3.20D with:	
Not used.	
Replace section 12-3.21D with:	
Not used.	
Replace section 12-3.22D with:	
Not used.	
Replace section 12-3.31D with:	
Not used.	
Replace section 12-3.32A(1) with:	

Section 12-3.32A includes specifications for placing, maintaining, relocating as necessary, and removing portable changeable message signs.

Add to the beginning of section 12-3.32C:

You must coordinate the placement of the PCMSs and the information shown on the signs with the Engineer.

The PCMSs must be maintained and relocated if necessary as determined by the Engineer during construction. Recommended locations for the message boards are:

- 1. Pedley Rd & E 3rd St
- 2. Pacific St & Glasgow Ave
- 3. Pacific St & Del Rosa Ave

For 5 days starting on the day of signal activation, place 1 PCMS in each direction of travel and display the following message in all caps: *Construction Ahead -- Prepare To Stop*.

Add to section 12-3.32C:

Location of the temporary traffic controls, regulatory, warning and guide signs have a higher priority than the PCMS. The PCMS must 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 can be relocated as directed by engineer and maintain during the duration of the project at no extra cost, the PCMS must be relocated by the contractor at no extra cost to the County.

Due to public safety concerns, the PCMS must 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.

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.

Replace Not Used in section 12-3.32D with:

Payment for all components of the advance warning signs, including permits, will be considered as included in the payment for traffic control system.

The payment quantity for portable changeable message signs is per each as shown on the bid list.

Add to section 12-4.01A:

You must 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 must be included in the definition of "personal and business activities."

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

It is your responsibility to have roads clear of interfering vehicles prior to the start of work and during work. You are 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 before 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**.

Delete the definition of *designated* holidays in section 12-4.02A(2) Add to section 12-4.02A(3)(a):

You must submit a Traffic Control Plan for the entire project limits, including intersections, detailing the proposed construction staging and traffic control for approval by the Engineer at least two weeks (10 working days) before the start of construction. The Traffic Control Plan must not include any intersection closures or detours unless a plan for such is included in these special provisions. The Traffic Control Plan must 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. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of the latest version of Caltrans Standard Plan T10. The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for nighttime shoulder closures must also include flashing beacons.

Replace the 1st paragraph of section 12-4.02C(1) with:

Work that interferes with traffic is limited to the hours when closures are allowed by the Engineer.

Add to section 12-4.02C(1):

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

If the Engineer determines that your operations are resulting in unacceptable traffic delays, the Engineer reserves the right to implement alternate traffic plans.

Construction on 3rd St and Pacific St shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project.

Section 10-1.22 "Coordination" elsewhere in these **Special Provisions.**

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

At any given time when the number of lanes on 3rd St and Pacific St are reduced to one lane for both directions of travel, construction work zones shall be limited to one location per street for both directions of travel and delays to motorist shall be limited to 10 minutes in time or as otherwise specified in these Special Provisions or approved by the Engineer.

12-4.02(C)(1)(a)(ii) During Non-construction activities

On 3rd St and Pacific St, 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.

I. During Construction Activities

Construction 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.

For two lane roadways, public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot graded and compacted or paved lane, to be used by both directions of travel with the use of flaggers. 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. Any deviation from these special conditions shall be approved by the Engineer.

For multi lane roads, 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. 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. Any deviation from these special conditions shall be approved by the Engineer

Add to section 12-4.04A(1):

You must provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks or crosswalks at intersections must be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided, you may be allowed to close sidewalk ramp areas where approved by the Engineer. You must post sidewalk closure signs at these ramp locations at least two (2) days prior to the closure dates. Signs must advise pedestrians of anticipated closure dates.

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13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

It is your responsibility to protect the project against the intrusion of water, including groundwater, mud and other deleterious matter.

You are required to schedule the work so that any storm or other waters encountered may proceed without obstruction. The threat of substantial flood runoff in the project area is during the period from approximately October 18 to April 15. The potential for severe flooding is reduced, but not eliminated during the period from approximately April 15 to October 18 <u>due to summer storm events</u>. In submitting a bid, you acknowledge such risks and assume all responsibility therefore, except as otherwise provided in Section 5-1.39.

Add to section 13-1.04:

Department pays water pollution control program as a 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 by Wednesday of the following week and will not be retro-paid when submitted.

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14 ENVIRONMENTAL STEWARDSHIP

Add to section 14-1.01:

You must comply with the requirements of the permits from the <u>Department of Fish and Game, the State</u> Water Resources Control Board and the Corps of Engineers found elsewhere in these special provisions.

All work, including equipment staging, must remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way can be performed without further environmental evaluations. Standards best management practices must be implemented during construction activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. Please contact EMD, at (909) 387-7897, with any questions.

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 must be halted until a clearance is given by that office and any other involved agencies. The Coroner's Office may be contacted at Tel: 909-387-2978.

^^^^

15 EXISTING FACILITIES

Replace section 15-1.04 Payment with

This work, Reset Bench and Trash, shall consist of the relocation of existing bench and trash can that has existed prior to new construction, and replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, of the Standard Specifications and these Special Provisions.

The intent is that bench and trash can will be relocated as units. All hardware necessary to re-install the bench and trash can will be included within these units

The Engineer will determine final location for bench and trash can. The contractor will be responsible for temporary storing the bench and trash can during construction if necessary.

The contract unit price paid for **Reset Bench and Trash** shall include, subject to the aforesaid exceptions, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work to remove, temporary storage, and relocate existing bench and trash can as necessary for safe construction of the project, and payments therefor will be made in accordance with units counted and documented by the Engineer.

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16 TEMPORARY FACILITIES

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DIVISION III EARTHWORK AND LANDSCAPE 17 GENERAL

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18 DUST PALLIATIVES

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19 EARTHWORK

Add to section 19-3.03B(1):

In making excavations for the project, you must be fully responsible for designing, providing, installing and removing adequate sheet piling, shoring, bracing, lagging, cribbing and piling as may be necessary to prevent slides or cave-ins, and to fully protect from damage all existing improvements of any kind, either on public or private property. All of the foregoing must be at your expense.

Replace section 19-3.04 "PAYMENT":

Payment for Structural Excavation and Structural backfill will be included within their respective item if there is no separate payment for Structural Backfill or Structural Excavation.

The Department does not adjust the payment quantity of imported borrow placed as structure backfill if replacement material for the imported borrow is provided.

Add to section 19-5.03B:

In the event excavations become flooded, remove at least the bottom eight inches of soil and replace with or recompact to 95% relative compaction.

Add to section 19-6.02A:

Overexcavated materials can be reused within four feet of the grading plane if the R-value is greater than 50 and Plasticity Index is less than 12%. Otherwise, overexcavated materials cannot be used within four feet of the grading plane.

In locations where structural pavement sections will be constructed atop imported fill, the material placed within four feet of the grading plane should have a minimum R-Value of 50 and a Plasticity Index less than 12%.

During earthwork if the R-value of exposed subgrade soils comes into question, the exposed soils should be sampled and tested to verify that the soils possess the minimum required R-value. If subgrade soils are found to be unsuitable for flexible pavement structural sections, it is recommended to be overexcavated up to four feet below grading plane and replaced with compacted import fill. Compaction of the subgrade should conform to the requirements described in Section 19-5.03.

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20 LANDSCAPE

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21 EROSION CONTROL

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22 FINISHING ROADWAY

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DIVISION IV SUBBASES AND BASES 23 GENERAL

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24 STABILIZED SOILS

^^^^

25 AGGREGATE SUBBASES

^^^^

26 AGGREGATE BASES

^^^^

27 CEMENT TREATED BASES

8 CONCRETE BASES

29 TREATED PERMEABLE BASES

30 RECYCLED PAVEMENT

^^^^

^^^^

31-35 RESERVED

^^^^

DIVISION V SURFACINGS AND PAVEMENTS 36 GENERAL

^^^^

37 SEAL COATS

^^^^

38 RESERVED

^^^^^

39 ASPHALT CONCRETE

Replace section 39-2.01C(3)(c) with:

39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.35 gal/sq vd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Replace the 2nd paragraph of section 39-2.01D with:

Payment for prime coat and tack coat is considered included in the payment for hot mix asphalt types shown in the bid item list.

Replace Reserved in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be <u>PG 70-10</u>.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Add to section 39-3.04C(1):

Cold planing machines must be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth, and must be operated at a speed and in a manner to produce such a

surface. The noise level produced by the combined planing operation must not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

Where utility access fixtures exist within the area to be planed, these must be protected from damage. At manhole locations a rectangular pattern of planer cuts must be performed (prior to through planing) to a depth of not less that 0.10-foot and no closer than 1 foot from the outside of the manhole frame. These must be extended far enough to allow meeting the minimum specified depth of cut with the through planing operation. At your option and sole expense, you may arrange with the utility owners to lower manhole frames and covers to clear planing operations. You must lower valve covers, as needed, to clear planing operations.

Planed widths of pavement must be continuous except for intersections at cross streets where the planing must be carried around the corners and through the conform lines.

Add to section 39-3.04C(3):

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, must be removed and disposed of outside the highway right of way in accordance with the provisions in section 14-10 and section 14-11.

Replaced section 39-3.04C(4) with:

Where transverse joints are planed in the pavement at conform lines, no drop-off greater than 0.10-foot must remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition must be constructed. Asphalt concrete for a temporary transition must be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

Asphalt concrete for temporary transitions must be commercial quality "hot" or "cold" mix and must be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete transitions must be completely removed, including the removal of loose material from the underlying surface, before commencing subsequent restoration or paving operations. Such removed material must be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), Section 14-10, and Section 14-11.

Add to section 39-3.05A:

The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer.

Add to section 39-3.05C:

Surfacing must be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place must be repaired to a condition satisfactory to the Engineer, or the damaged pavement must be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced will be at your expense and will not be measured nor paid for.

Replace section 39-2.07B(3) with:

39-2.07B(3) Asphalt Binder

The grade of asphalt binder for minor HMA must be <u>1/2" Aggregate Gradation, PG 70-10.</u>

For minor HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the binder grade specified above.

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40 CONCRETE PAVEMENT

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41 EXISTING CONCRETE PAVEMENT

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42 GROOVE AND GRIND CONCRETE

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43-44 RESERVED

> DIVISION VI STRUCTURES 45 GENERAL

^^^^

6 GROUND ANCHORS AND SOIL NAILS

^^^^

47 EARTH RETAINING SYSTEMS

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48 TEMPORARY STRUCTURES

^^^^

49 PILING

^^^^

50 PRESTRESSING CONCRETE

^^^^

51 CONCRETE STRUCTURES

^^^^

52 REINFORCEMENT

^^^^

53 SHOTCRETE

^^^^

54 WATERPROOFING

55 STEEL STRUCTURES

^^^^

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

^^^^

57 WOOD AND PLASTIC LUMBER STRUCTURES

^^^^

58 SOUND WALLS

58-6-58-6 RESERVED

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59 STRUCTURAL STEEL COATINGS

^^^^

60 EXISTING STRUCTURES

DIVISION VII DRAINAGE FACILITIES 61 GENERAL

^^^^

62 STORMWATER TREATMENT

63 RESERVED

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64 PLASTIC PIPE

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65 CONCRETE PIPE

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66 CORRUGATED METAL PIPE

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### **67 STRUCTURAL PLATE CULVERTS**

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68 SUBSURFACE DRAINS

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69 OVERSIDE DRAINS

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70 MISCELLANEOUS DRAINAGE FACILITIES

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71 EXISTING DRAINAGE FACILITIES

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DIVISION VIIIMISCELLANEOUS CONSTRUCTION72SLOPE PROTECTION

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73 CONCRETE CURBS AND SIDEWALKS BUS LANDING PAD

### 74 PUMPING EQUIPMENT AND CONTROLS

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### 75 MISCELLANEOUS METAL

^^^^

### 76 WELLS

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### 77 LOCAL INFRASTRUCTURE

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### **78 INCIDENTAL CONSTRUCTION**

### Add to section 78-2.01:

You must request the County Surveyor to conduct a monument review survey at least two (2) weeks before the start of construction to facilitate preservation of existing survey monumentation.

The County Surveyor will provide you with locations of survey monuments before 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 before construction must be left exposed at the completion of the paving project. You must install self-adhesive "I.D.Locators", or equivalent markers approved by the engineer, over monuments before paving and remove the markers at the completion of the paving.

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

You must preserve and protect in place any established survey monumentation, when it is possible to do so. In areas of pavement removal where monuments are disturbed or damaged during construction, and the monuments have been located and referenced by a pre-construction survey, you must remove the damaged monument in its entirety before paving. Monuments not disturbed or damaged by construction activities may be left in place.

If any survey monumentation is disturbed or destroyed through your negligence, or by reason of your failure to conform to requirements of this section, the survey monumentation must be replaced or restored by the County Surveyor at your expense.

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### 79 RESERVED

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### 80 FENCES

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### DIVISION IX TRAFFIC CONTROL DEVICES 81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

#### Add to section 81-1.01:

Markers and delineators on flexible posts must be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions .

### Replace item 1 in the list in the 1st paragraph of section 81-2.02D with:

1. White plastic except where shown as yellow, which must be resistant to impact, ultraviolet light, ozone and hydrocarbons.

### Add to section 81-3.02A:

You must install two-way blue reflective markers as shown on Figure 3B-102 (CA), "Examples of Fire Hydrant Locations Pavement Markers," of the CAMUTCD, latest edition, included in the Green Sheets of these special provisions.

#### ^^^^^

### 82 SIGNS AND MARKERS

### Replace Item 1 in the 2nd paragraph of section 82-2.02A:

1. Phrase San Bernardino County.

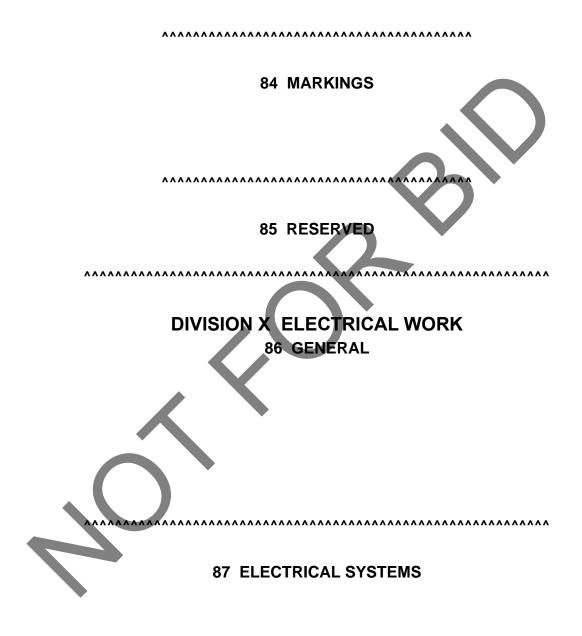
#### Add to section 82-3.02B:

Metal posts must 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 must be driven into the ground to the depth shown on the aforementioned Std. Dwg. Driving equipment that damages the anchor sleeves must not be used.

#### Add to section 82-3.03A:

Portions of existing concrete sidewalks must be saw cut, removed and reconstructed with block outs for roadside signposts. Block outs must extend 2"+ outside the perimeter of the posts. Posts must be concreted in place afterwards.

### 83 RAILINGS AND BARRIERS



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### 88 RESERVED

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DIVISION XI MATERIALS 89 AGGREGATE

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**90 CONCRETE** 

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91 PAINT

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92 ASPHALT BINDERS

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93 RESERVED

^^^^

94 ASPHALTIC EMULSIONS

95 EPOXY

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**96 GEOSYNTHETICS** 

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97-98 RESERVED

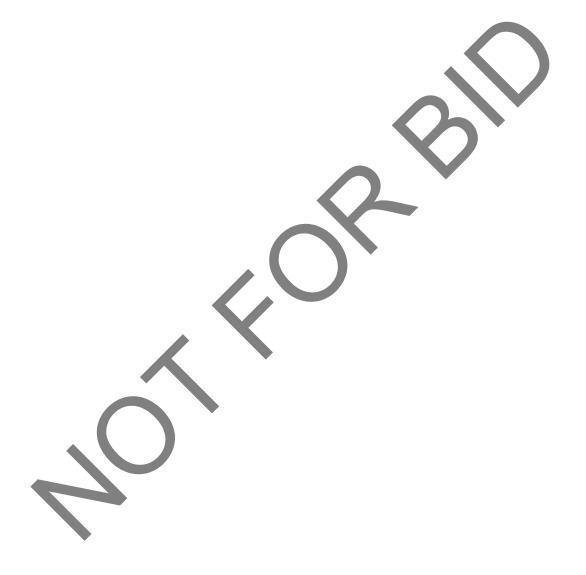
SP-60

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#### DIVISION XII BUILDING CONSTRUCTION 99 BUILDING CONSTRUCTION



**BLUE PAGES** 



# Index 2024-2 Southern California basic trade journeyman rates

General prevailing wage determinations made by the director of industrial relations

Pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1

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

| Laborer                                                                                      | Select One 🗸 | Increase      |
|----------------------------------------------------------------------------------------------|--------------|---------------|
| Landfill Worker (Operating Engineer) (e)                                                     | Select One 🗸 | Increase      |
| Landscape Irrigation Laborer                                                                 | Select One 🗸 | Increase      |
| Landscape Maintenance Laborer (e)                                                            | Select One 🗸 | No increase * |
| Landscape Operating Engineer (e)                                                             | Select One 🗸 | Increase      |
| Light Fixture Maintenance                                                                    | Select One 🗸 | No increase * |
| Modular Furniture Installer (Carpenter)<br>(e)                                               | Select One 🗸 | No increase * |
| Operating Engineer +                                                                         | Select One 🗸 | No increase * |
| Parking and Highway Improvement<br>(Striping, slurry & seal coat operations-<br>Laborer) (e) | Select One 🗸 | Increase      |
| Teamster +                                                                                   | Select One 🗸 | No increase * |
| Tree Maintenance (Laborer) (e)                                                               | Select One 🗸 | Increase      |
| Tunnel Worker (Laborer)                                                                      | Select One 🗸 | Increase      |
| Tunnel (Operating Engineer) +                                                                | Select One 🗸 | No increase * |

#### Return to main table

+ Includes shift pay determinations.

\* A single asterisk after the expiration date of a determination indicates that no increase is required for projects advertised while that determination is in effect. The determination remains in effect until it is canceled, modified, or superseded by a new determination by the Director of Industrial Relations. A new determination will become effective 10 days after it is issued. Contact the Office of the Director - Research Unit at (415) 703-4774 after 10 days from the expiration date, if no subsequent determination is issued.

d. Includes San Diego County; excludes Mono County.

e. Includes San Diego County.

To view the above current prevailing wage determinations, current predetermined increases, and the current holiday, advisory scope of work, and travel and subsistence provisions for each craft, you must first download a free copy of the Adobe Acrobat Reader available by clicking on the icon below:



#### 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>g</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.

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

#### **Determination:**

SC-3-5-4-2021-1

#### **Issue Date:**

August 22, 2021

#### Expiration date of determination:

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

#### Localities:

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

#### Wages and Employer Payments:

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

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

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

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

Determination: SC-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<br>(Journeyperson)                                                | Basic<br>Hourly<br>Rate <sup>d</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>h</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily and<br>Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>i</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(3 X) <sup>b</sup> |
|----------------------------------------------------------------------------------|--------------------------------------|--------------------------|---------|-----------------------------------------|----------|--------|-------|-------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------------------|
| Plumber, Fire Safety<br>Technician – Class I<br>(0-2000 hrs) °                   | \$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<br>Technician – Class II<br>(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<br>Technician – Class III<br>(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<br>Technician – Class IV<br>(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.

#### 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<br>(Journeyperson)                                                                                        | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br>a | Training | Other<br><sup>b</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>c</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) d | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|---------|---------------------------------|----------|-----------------------|-------|-------------------------|-------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
| Carpenter <sup>e f</sup> , Cabinet<br>Installer, Insulation Installer,<br>Hardwood Floor Worker,<br>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<br>Bargeman, Rockslinger,<br>Bridge or Dock Carpenter,<br>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<br>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                                 | ψ00.0Z                | ψ0.70   | φ0.10   | φτ.το    | ψ0.72    | φτ.ττ  | 0.0   | ψ11.00   | φ100.010  | φ100.010             | 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    | φ0.1 Z   | ψ4.44  | 0.0   | ψ130.37  | 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.

#### 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.

#### 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<br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other<br><sup>a</sup> | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) ° | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>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.

Determination: SC-23-31-20-2024-2 Page 2 of 2

<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.

#### 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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                                           |

| 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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                                           |

| 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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                                           |

| 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|------------------------------------------------|-------------------------|-------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                        | \$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                                           |

| 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       |
|                             |         |        |         |                          |                          |                |

| 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holidayº | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>e</sup><br>(1½ x) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(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<br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>e</sup><br>(1½ x) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>b</sup> | Vacation<br>and<br>Holiday <sup>c</sup> | Training | Other  | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate<br>e<br>(1½ x) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(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.

Determination: SC-23-63-2-2024-1D Page 4 of 4

#### 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1 <sup>1</sup> / <sub>2</sub> x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|------------------------------------------------|-------------------------|-------|-------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 1                                        | \$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                                           |

Determination: SC-23-63-2-2024-1 Page 2 of 11

| 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.

Determination: SC-23-63-2-2024-1 Page 3 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 (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<br>Overtime        | Saturday<br>Overtime     | Sunday/Holiday<br>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                   |



Determination: SC-23-63-2-2024-1 Page 4 of 11

#### **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<br>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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours <sup>f</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>c</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(2 x) |
|------------------------------------------------|-------------------------|--------------------|-------------------------|---------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------|
| Group 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 |

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#### Group 1

Boring Machine Helper (Outside) Certified Confined Space Laborer Cleaning and Handling of Panel Forms Concrete Screeding for Rough Strike-Off Concrete, Water Curing Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only Fire Watcher, Limbers, Brush Loaders, Pilers and **Debris Handlers** Flagman Gas, Oil and/or Water Pipeline Laborer Laborer, Asphalt-Rubber Material Loader Laborer, General or Construction Laborer, General Cleanup Laborer. Jetting Laborer, Temporary Water and Air Lines Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching Post Hole Digger (Manual) Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers **Rigging and Signaling** Scaler Slip Form Raisers Tarman and Mortar Man Tool Crib or Tool House Laborer Traffic Control by any method Water Well Driller Helper Window Cleaner Wire Mesh Pulling - All Concrete Pouring Operations

#### Group 2

Asphalt Shoveler

Cement Dumper (on 1 yard or larger mixer and handling bulk cement)

Cesspool Digger and Installer

Chucktender

Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks,

floors, foundations, footings, curbs, gutters and sidewalks Concrete Curer-Impervious Membrane and Form Oiler Cutting Torch Operator (Demolition) Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man **Guinea** Chaser Headerboard Man-Asphalt Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt Laborer, Packing Rod Steel and Pans Membrane Vapor Barrier Installer Power Broom Sweepers (small) Riprap, Stonepaver, placing stone or wet sacked concrete Roto Scraper and Tiller Sandblaster (Pot Tender) Septic Tank Digger and Installer (leadman) Tank Scaler and Cleaner Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders Underground Laborer, including Caisson Bellower

#### Group 3

Asphalt Installation of all fabrics Buggymobile Man Compactor (all types including Tampers, Barko, Wacker) Concrete Cutting Torch Concrete Pile Cutter Driller, Jackhammer, 2 1/2 ft. drill steel or longer Dri Pak-it Machine Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out Impact Wrench, Multi-Plate Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials Laborer, Fence Erector Material Hoseman (Walls, Slabs, Floors and Decks) Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, ComeAlongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work

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

Power Post Hole Digger

Rock Slinger

Rotary Scarifier or Multiple Head Concrete Chipping Scarifier

Steel Headerboard Man and Guideline Setter Trenching Machine, Hand Propelled

#### Group 4

Any Worker Exposed to Raw Sewage Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types) Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer Head Rock Slinger High Scaler (including drilling of same) Laborer, Asphalt-Rubber Distributor Bootman Laser Beam in connection with Laborer's work Oversize Concrete Vibrator Operator, 70 pounds and over Pipelaver Prefabricated Manhole Installer Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast Subsurface Imaging Laborer Traffic Lane Closure, certified Group 5

Blasters Powderman Driller Toxic Waste Removal Welding, certified or otherwise in connection with Laborers' work Determination: SC-23-102-2-2024-1 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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>b</sup> | Training | Other  | Hours <sup>c</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) | 6 <sup>th</sup> & 7 <sup>th</sup> Day<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(1½ x) | Holiday<br>Overtime<br>Hourly<br>Rate<br>(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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation/<br>Holiday <sup>b</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ X) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ X) | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(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<br>(Journeyperson)                                                                                                                                                                                                                                  | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday<br><sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup> | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) <sup>b</sup><br>c | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|---------|--------------------------------------------|----------|--------|-------|-------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------|
| Cement Mason, Curb and<br>Gutter Machine Operator; Clary<br>and Similar Type of Screed<br>Operator (Cement only);<br>Grinding Machine Operator (all<br>types); Jackson Vibratory, Texas<br>Screed and Similar Type Screed<br>Operator; Scoring Machine<br>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<br>and mastic composition, Epoxy,<br>Urethanes and exotic coatings,<br>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<br>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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>ь</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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:**

| Linpioyer 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><br>(Subjourneyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly<br>Rate <sup>b</sup> (1½<br>x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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><br>(Subjourneyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Hours <sup>e</sup> | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½ x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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><br>(Subjourneyman) | Basic<br>Hourly<br>Rate | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate <sup>b</sup><br>(1½ x) | Saturday<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1½x) | Sunday/Holiday<br>Overtime<br>Hourly Rate<br>(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.

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## **Classifications:**

**Group I** Warehouseman and Teamster

## Group II

Driver of Vehicle or Combination of Vehicles - 2 axles Traffic Control Pilot Car, excluding moving heavy equipment permit load Truck Mounted Power Broom

## Group III

Driver of Vehicle or Combination of Vehicles - 3 axles Bootman Cement Mason Distribution Truck Fuel Truck Driver Water Truck - 2 axles Dump Truck of less than 16 yards water level Erosion Control Driver

## Group IV

Driver of Transit Mix Truck-Under 3 yds Dumpcrete Truck Less than 6½ yards water level Truck Repairman Helper

## Group V

Water Truck 3 or more axles Warehouseman Clerk Slurry Truck Driver

## Group VI

Driver of Transit Mix Truck - 3 yds or more Dumpcrete Truck 6½ yds water level and over Driver of Vehicle or Combination of Vehicles - 4 or more axles Driver of Oil Spreader Truck Dump Truck 16 yds to 25 yds water level Side Dump Trucks Flow Boy Dump Trucks

### **Group VII**

A Frame, Swedish Crane or Similar Forklift Driver Ross Carrier Driver

## **Group VIII**

Dump Truck of 25 yds to 49 yards water level Truck Repairman Water Pull Single Engine Welder

Group IX

Truck Repairman Welder Low Bed Driver, 9 axles or over

## Group X

## Working Truck Driver

Truck Greaser and Tireman - \$0.50 additional for Tireman

Pipeline and Utility Working Truck Driver, including Winch Truck and Plastic Fusion, limited to Pipeline and Utility Work

Dump Truck and Articulating - 50 yards or more water level

Water Pull Single Engine with attachment

## Group XI

Water Pull Twin Engine Water Pull Twin Engine with attachments Winch Truck Driver - \$0.25 additional when operating a Winch or similar special attachment

- <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<br>(Journeyperson)                            | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension<br><sup>b</sup> | Vacation<br>and<br>Holiday | Training   | Other         | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate | Saturday<br>Overtime<br>Hourly<br>Rate | Sunday/<br>Holiday<br>Overtime<br>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,<br>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<br>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<br>(Journeyperson)                                                                                                                                                                                                                                                                                                                      | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension <sup>a</sup> | Vacation<br>and<br>Holiday⁵ | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily/<br>Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup><br>(1½ X) | Sunday<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(2X) | Holiday<br>Overtime<br>Hourly<br>Rate <sup>d</sup><br>(3X) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|----------------------|-----------------------------|----------|--------|-------|-------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------------------|
| Landscape Operating<br>Engineer:<br>Backhoe Operators;<br>Skidsteer; Forklifts-Tree<br>Planting Equipment (jobsite);<br>HDR Welder-Landscape,<br>Irrigation, Operating<br>Engineers' Equipment;<br>Mulching Tractors; Roller<br>Operators; Rubber-tired &<br>Track Earthmoving<br>Equipment; Skiploader<br>Operators; Trencher-31<br>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<br>(Journeyperson)  | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare <sup>a</sup> | Pension | Vacation<br>and<br>Holiday <sup>♭</sup> | Hours | Total<br>Hourly<br>Rate <sup>c</sup> | Daily/Holiday<br>Overtime<br>Hourly Rate<br>(1 ½ X) <sup>d</sup> | Sunday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
| Heavy Duty Repairman and/or Welder | \$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<br>(Journeyperson)                                         | Basic<br>Hourly<br>Rate <sup>a</sup> | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X) ° | Daily<br>Overtime<br>Hourly<br>Rate<br>(2 X) | Saturday<br>Overtime<br>Hourly<br>Rate<br>(1 ½ X)<br>d e | Saturday<br>Overtime<br>Hourly<br>Rate<br>(2 X) <sup>e</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|---------------------------------------------------------------------------|--------------------------------------|--------------------------|---------|----------------------------|--------|-------|-------------------------|--------------------------------------------------|----------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|
| Ground Wire<br>Man,<br>Nozzleman,<br>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<br>Gunite Worker<br>Step 1 <sup>f</sup> (0-1000<br>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<br>Gunite Worker<br>Step 2 <sup>f</sup> (1001-<br>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  |
| Classification  | Rate    | Welfare |         | Holiday  |          |        |       | Rate    | Hourly               | Hourly               | Overtime |
| (Journeyperson) |         |         |         | a        |          |        |       |         | Rate                 | Rate                 | Hourly   |
|                 |         |         |         |          |          |        |       |         | (1 ½ X) <sup>◦</sup> | (1 ½ X) <sup>c</sup> | Rate     |
|                 |         |         | Κ       |          |          |        |       |         |                      | d                    | (2 X)    |
| Housemover      | \$43.93 | \$9.25  | \$12.07 | \$5.02   | \$0.80   | \$0.57 | 8.0   | \$71.64 | \$93.605             | \$93.605             | \$115.57 |
|                 |         |         |         |          |          |        |       |         |                      |                      |          |

## **Recognized holidays:**

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

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

#### Craft: Asbestos and Lead Abatement (Laborer) #

#### Determination:

SC-102-882-1-2024-2

#### 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<br>(Journeyperson)     | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | and<br>Holiday <sup>a</sup> | Training | Other⁵ | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate | Saturday<br>Overtime<br>Hourly<br>Rate <sup>c</sup> | Sunday/<br>Holiday<br>Overtime<br>Hourly |
|---------------------------------------|-------------------------|--------------------------|---------|-----------------------------|----------|--------|-------|-------------------------|-------------------------------------|-----------------------------------------------------|------------------------------------------|
|                                       |                         |                          |         | •                           |          |        |       |                         | (1 ½ X)                             | (1 ½ X)                                             | Rate<br>(2 X)                            |
| Asbestos and Lead<br>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.

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

#### Craft: Horizontal Directional Drilling (Laborer)<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     | ψ00.2 <i>1</i> | 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.

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

#### Craft: LANDSCAPE/IRRIGATION LABORER/TENDER#

#### **Determination:**

SC-102-X-14-2024-2

#### **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<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday <sup>a</sup> | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly  | Saturday<br>Overtime<br>Hourly | Sunday/<br>Holiday<br>Overtime |
|------------------------------|-------------------------|--------------------------|---------|-----------------------------------------|----------|--------|-------|-------------------------|------------------------------|--------------------------------|--------------------------------|
|                              |                         |                          |         |                                         |          |        |       |                         | Rate <sup>⊳</sup><br>(1 ½ X) | Rate <sup>b c</sup><br>(1 ½ X) | Hourly<br>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<br>Rate | and<br>Welfare |         | and<br>Holiday <sup>a</sup> |          |        |       | Hourly<br>Rate | Overtime<br>Hourly | Overtime<br>Hourly  | Holiday<br>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.

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

#### Craft: TREE MAINTENANCE (LABORER)<sup>1</sup>

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

#### **Determination:**

SC-102-X-20-2024-1

#### **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><br>(Journeyperson) | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Other  | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly Rate <sup>b</sup><br>(1 ½ X) | Sunday/Holiday<br>Overtime Hourly<br>Rate (2 X) |
|------------------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|--------|-------|-------------------------|----------------------------------------------------------|-------------------------------------------------|
| Senior Tree Trimmer                            | \$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.

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

#### **Craft: Light Fixture Maintenance**

Determination:

SC-830-61-1-2024-1

**Issue Date:** February 22, 2024

#### Expiration date of determination:

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

#### Localities:

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

#### Wages and Employer Payments:

| Classification<br>(Journeyperson)         | Basic<br>Hourly<br>Rate | Health<br>and<br>Welfare | Pension | Vacation<br>and<br>Holiday | Training | Hours | Total<br>Hourly<br>Rate | Daily<br>Overtime<br>Hourly<br>Rate<br>(1½ X) | Saturday/Sunday<br>Overtime Hourly<br>Rate<br>(1½ X) | Holiday<br>Overtime<br>Hourly<br>Rate<br>(2 X) |
|-------------------------------------------|-------------------------|--------------------------|---------|----------------------------|----------|-------|-------------------------|-----------------------------------------------|------------------------------------------------------|------------------------------------------------|
| Lighting<br>Maintenance<br>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<br>Hourly<br>Rate | Health and<br>Welfare | Pension | Vacation and<br>Holiday | Training | Hours Total<br>Hourly<br>Rate | Daily Overtime<br>Hourly Rate<br>(1 ½ X) | Sunday/<br>Holiday<br>Overtime Hourly<br>Rate<br>(1 ½ X) |
|----------------------------------------|-------------------------|-----------------------|---------|-------------------------|----------|-------------------------------|------------------------------------------|----------------------------------------------------------|
| Lighting Maintenance<br>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.

# Permits and Agreements (Brown Pages)

inserted here

#### Attachment A

## LIST OF PERMITS AND AGREEMENTS (BROWN PAGES)

CEQA Exemption NOE Flood Permit City of Highland Encroachment permit (Sample) City of San Bernardino ROW Permit



## **Interoffice Memo**

**DATE** September 30, 2024

**PHONE** 387-8109

FROM ARLENE B. CHUN, M.S., P.E., Engineering Manager Environmental Management Division **MAIL CODE** 0835

**TO CHRIS NGUYEN**, P.E., Engineering Manager Transportation Design Division

File: H15252 & H15248

#### SUBJECT: CEQA REVIEW – THIRD STREET (W.O. #H15252) AND PACIFIC STREET (W.O. #H15248) BUS STOP IMPROVEMENT.

#### Project Description and Location

The San Bernardino County Department of Public Works (DPW) is proposing a road improvement project consisting of removing existing asphalt and constructing three (3) concrete bus landing pads and one (1) American Disabilities Act (ADA) ramp.

The Project is located in the unincorporated area of Fontana, San Bernardino County at the following locations: 1) Northwest corner of E. Third Street and Pedley Road; 2) Southeast of Pacific Street and Glasgow Avenue; and 3) Northeast of Pacific Street and Del Rosa Avenue. Please refer to the attached Location Map.

This proposed Project is anticipated to last 30 working days. There will be no utility relocations or road closures. There will be no import or export of materials. Equipment to be used includes, but is not limited to, one bulldozer, one truck loader, and one cement truck. Night construction or street detour is not anticipated.

San Bernardino County Development Code 83.01.80(g)(3) exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays.

#### **Biological Resources Evaluation**

The Environmental Management Division (EMD) Ecological Resources Specialists completed an evaluation of the proposed Project which included a literature and site review.

Environmental Issues and Endangered Species Review:

The project area is located in an urban, residential and commercial location where the principal vegetation type consists of non-native weedy vegetation and ornamental trees and shrubs commonly planted on developed parcels. Although the project location has residential and other urban type developments, the potential exists for sensitive species to occur within or nearby the project site. A review of the California Natural Diversity Database (CNDDB, Attachment 3) was performed. While it revealed that the San Bernardino South quadrangle contains several federally and state listed endangered or threatened species, none of these species are recorded within the project site. It has been determined that the project site cannot support these species, as it is highly disturbed due to development.

#### Biological Resources Site Review:

A site review indicates that the vegetation in the surrounding area is an ornamental landscape commonly found in residential areas of southern California. There is no native vegetation or habitat that could support any listed species found in the CNDDB review. However, trees and shrubs located adjacent to the work areas could support various species of nesting birds.

#### Biological Determination:

As a consequence of the limited nature of the road work, it was determined that project related activities will not directly impact any sensitive habitat and/or species. However, to further ensure no impacts to species, the following actions should be taken:

- 1. If work occurs during the nesting bird season (March 1 August 31), a pre-construction nesting bird survey, including all vegetation management activities, must be conducted no more than three days prior to the start of work.
- 2. If active nests are detected, appropriate avoidance buffers shall be established, and the nest(s) shall be monitored as deemed appropriate by the biologist.

#### **Cultural Resources Evaluation**

A record search and other historic research has been completed for this project. There are several previously recorded buildings (residential and commercial) adjacent to the project area. The deepest excavations are listed as 6 inches for the ADA Ramps. These excavations will not disturb the adjacent structures or any potential subsurface resources.

Please follow the following conditions:

- 1. 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 resources.
- 2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, San Bernardino County, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

#### Environmental Determination

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

The Proposed Project qualifies for a Class 1 Categorical Exemption, "Existing Facilities" under Section 15301(c) of the CEQA guidelines. Class 1 consists of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." Class 1 exemption is specific to "existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities." The project also qualifies for a Class 2 Categorical Exemption, "Replacement or reconstruction" under Section 15302(c) "Replacement or reconstruction of existing utility systems and or facilities involving negligible or no expansion of capacity."

#### **General Conditions**

- 1. All work, including equipment staging, will remain on disturbed areas. No new work outside disturbed areas or existing rights-of-way (i.e. existing shoulder-to-shoulder and/or curb-to-curb) will be performed without further environmental evaluations.
- 2. The material staging area shall be clearly delineated in order to keep equipment and trucks within existing disturbed 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.
- 3. Standard best management practices shall be implemented during all maintenance activities, especially those pertaining to dust control, erosion control, and stormwater pollution prevention. If equipment is parked overnight then a drip pan, or some other form of protection, shall be placed under the vehicle in order to contain any drips, leaks, and or spills. All food and maintenance trash shall be removed from the site daily. Please contact EMD, at (909) 387-8109, with any questions.

It is our opinion that the proposed Third Street and Pacific Street Improvement Project meets the criteria for an exemption under Section 15301(c) and 15302(c) of the CEQA Guidelines. To complete the Categorical Exemption process, we 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. A NOE to be filed is included with this IOM. Please notify EMD once this item is scheduled for the Board of Supervisor's consideration. If approved, EMD can assist with filing of the NOE with the Clerk of the Board of Supervisors as well as the State Office of Planning and Research.

Should you need further information or have any questions, please contact Manie Cruz, Planner, at <u>manikhone.cruz@dpw.sbcounty.gov</u> or (909) 387-8109.

ABC:MC:ml

Attachment: ATTCH 1\_NOE\_Third Street & Pacific Street Bus Stop Improvement ATTCH 2\_Location Map\_Third Street & Pacific Street Bus Stop Improvement ATTCH 3\_ CNDDB Report and Occurrence Probability

#### **Notice of Exemption**

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

#### **Project Description**

Project Title: Third Street & Pacific Street Bus Stop Project. Project Location: The Project is located in the unincorporated area of Fontana, San Bernardino County at the following locations: 1) Northwest corner of E. Third Street and Pedley Road; 2) Southeast of Pacific Street and Glasgow Avenue; 3) Northeast of Pacific Street and Del Rosa Avenue. Please refer to the attached Location Map. Project Description: The San Bernardino County Department of Public Works (DPW) is proposing road improvement project consisting of removing existing asphalt and construct three (3) concrete bus landing pads and one (1) American Disabilities Act (ADA) ramp. Equipment planned for use on this project will include but is not limited to bulldozer, truck loader and cement truck. No traffic detours or nighttime construction are planned at this time. Construction duration is anticipated for approximately 30 working days. San Bernardino County Development Code 83.01.80(g)(3): exempts noise from temporary construction, maintenance, repair, or demolition activities between 7:00 a.m. and 7:00 p.m., except Sundays and Federal holidays.

Manie Cruz, Planner

Lead Agency Contact Person

(909) 387-8109

Exempt Status: (check one)

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

Declared Emergency [Sec. 21080(B)(3); 15269(a)];

Emergency Project [Sec. 21080(B)(4); 15269(b)];

Categorical Exemption. State type and section: <u>Class 1 Categorical Exemption Section 15301(c)</u>

Existing Facilities and Class 2, 15302(c) Replacement or Reconstruction

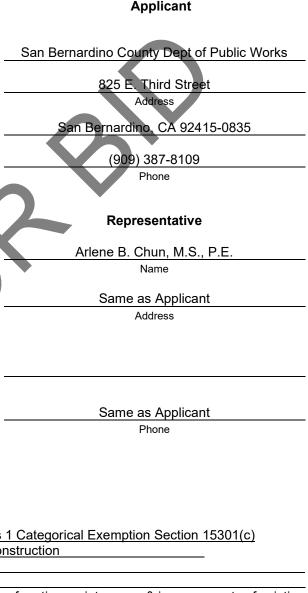
Statutory Exemptions. State code number:
 Other Exemption:

Reasons why project is exempt: <u>The proposed project consists of routine maintenance & improvements of existing public streets, sidewalks, and gutters and the replacement or reconstruction of existing structures and facilities.</u>

| Arlene B. Cl E                      | ngineering Manager, Environmenta | I Mgmt. Div. 10 | 0/01/2024 |
|-------------------------------------|----------------------------------|-----------------|-----------|
| Signature Arlene B. Chun, M.S., P.E | . Th                             | tle             | Date      |
| Signed by Lead Agency               | Signed by Applicant              |                 |           |

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

From: San Bernardino County Department of Public Works Environmental Management Division 825 E. Third Street, Room 123 San Bernardino, CA 92415-0835



825 East Third Street, San Bernardino, CA 92415-0835 | Phone: 909.387.7910 Fax: 909.387.7911

www.SBCounty.gov Noel Castillo, P.E.



## **Flood Control District**

Chief Flood Control Engineer

David Doublet, M.S., P.E. Assistant Director

#### September 13, 2024

| Permittee:       | San Bernardino County                                   | File:          | 2-603/2.04       |
|------------------|---------------------------------------------------------|----------------|------------------|
|                  | Transportation Department                               | Permit No:     | FCCON-2024-00065 |
|                  | 825 E. Third Street                                     | •              |                  |
|                  | San Bernardino, CA 92415                                |                |                  |
| Attention:       | Li Lei                                                  |                |                  |
|                  | Supervising Engineer                                    |                |                  |
| Permit Activity: | Construct 1) a bus landing maintained by Omnibus, and 2 |                | •                |
| Facility:        | City Creek Channel                                      |                |                  |
| Location:        | At Third Street and Pedley Road                         |                |                  |
| City/Community:  | Unincorporated area of San Ber                          | nardino County |                  |

The District has reviewed your request and can recommend a Permit for this activity after the following comments have been addressed:

- 1. One hard copy set of signed and approved plans showing only those proposed improvements within District right of way are required for Permit issuance. Do not include traffic control plans. Please upload a PDF copy of the signed and approved plans into the EZOP online portal.
- 2. Once the District's Permit has been issued, a preconstruction meeting is required between the Permittee or the Permittee's authorized representative and the District Inspector for this project to discuss any District concerns prior to beginning any activities within the District's right-of-way. Please contact the District Inspector, Matt Cortez, at (909) 708-7456 to schedule the meeting. The Permittee MUST speak directly to the District Inspector prior to beginning any activity within District right-of-way. Notification via e-mail or method other than direct phone contact or meeting with the inspector shall not be an acceptable method of notification for any activities authorized by this Permit.
- 3. A <u>color</u> copy of the Permit is attached for signature by Permittee or Permittee's authorized agent. The appropriate individual with full authority to act on behalf of and legally bind Permittee to all terms of the Permit shall sign, date and return the <u>color</u> copy to the District for processing by the approving authority. The Permit is not valid until the <u>color</u> copy has been signed and formally issued by the District with all applicable exhibits.

#### **BOARD OF SUPERVISORS**

COL. PAUL COOK (RET.) Vice Chairman, First District

JESSE ARMENDAREZ DA Second District Cha

DAWN ROWE Chair, Third District CURT HAGMAN Fourth District JOE BACA, JR. Fifth District Luther Snoke Chief Executive Officer San Bernardino County September 13, 2024 Page 2 of 2

If you have any questions regarding the above, please contact Stacy Serrano at (909) 387-8005 or email at <u>Sserrano@dpw.sbcounty.gov</u>.

Sincerely,

an

Johny Gayman, P.E., Chief Permits Division

MM:SS:cls

Attachment- Permit

| Inspection Phone:<br>(909) 708-7456<br>Inspection office shall b<br>notified two working day<br>prior to commencin<br>permitted use. FAILURI<br>TO OBTAIN INSPECTION<br>SHALL BE CAUSE FOI<br>REVOCATION OF THIS<br>PERMIT. | San Bernardino, CA 92415-0835<br>(909) 387-7995 - FAX (909) 387-1858<br><b>PERMIT</b>                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Permit Issued:                                                                                                                                                                                                              | October 02,2024 Permit Expires: October 02,2026 File: 2-603/2.04<br>Permit No: FCCON-2024-00065               |
| Permittee:                                                                                                                                                                                                                  | San Bernardino County<br>Department of Public Works, Transportation Division<br>825 E, Third Street           |
| Contact/Phone:                                                                                                                                                                                                              | San Bernardino, CA 92415<br>Li Lei 909-387-1841<br>Supervising Engineer                                       |
| Permit Activity:                                                                                                                                                                                                            | Construct 1) a bus landing boarding pad, to be operated and maintained by Omnibus, and 2) street improvements |
| Facility:<br>Location:<br>City/Community:                                                                                                                                                                                   | City Creek Channel<br>At Third Street and Pedley Road<br>Unincorporated area of San Bernardino County         |
| 1. This Permit is                                                                                                                                                                                                           | not valid without the accompanying Special, Standard, and General Provisions and any additional               |

- This Permit is not valid without the accompanying Special, Standard, and General Provisions and any additional exhibits referenced by those provisions. Exercise of this Permit, the performance of any work contemplated hereunder, by Permittee or Permittee's authorized agent, shall indicate acceptance of and agreement to comply with all of the provisions of this Permit. Permittee shall make all contractors doing work on the Project familiar with all of the requirements of this Permit. Violation of any provision of this Permit shall be cause for immediate revocation of this Permit.
- 2. This Permit, or a certified copy thereof, shall be kept at the job site throughout the period of operations within District right-of-way and shall be shown to any District Representative or any law enforcement officer upon demand.
- No revisions to the approved plans shall be made without review, written approval and/or Permit Amendment from the District.
- 4. Your District Inspector is Matt Cortez, and can be reached at 909-708-7456 or Mcortez@dpw.sbcounty.gov.

C

Date

PERMITTEE'S ACCEPTANCE:

ngu

FC Operations Supt Inspector

CA Dept. of Fish and Wildlife

Permittee's Signature

PRIN

EMAIL

CC:

DISTRICT APPROVAL:

Signature by the Permittee, or Permittee's Authorized Agent, of this Permit shall indicate acceptance of all of the provisions of the Permit and shall represent that authority to act on behalf of and legally bind Permittee to all terms signee has full herein.

10/2/24

NOEL CASTILLO, P.E. Chief Flood Control Engineer

Date

## 7.0 STREET AND STORM DRAIN

#### 7.1 Requirements/Procedures for Contractor/Developer Street Opening/Excavation Permits

All work done under these permits shall be performed by a licensed contractor (Classification "A" or applicable Classification "C"). Homeowner/builders will not be permitted to perform construction within the street right-of-way in accordance with City Ordinance.

- 1. Contractor/Developer shall supply contractor's license number and proof of workers' compensation and liability insurance before permit is issued. Liability insurance shall be a minimum of \$1 million. (See attached procedures regarding insurance.)
- 2. Contractor/Developer shall fill out a Street Opening Permit. (All items shall be completed.)
- 3. Contractor/Developer shall obtain a City Business License from Highland City Hall prior to issuance of permit and provide a copy upon submittal of permit application.
- 4. Contractor/Developer shall pay the appropriate permit fee. See schedule on permit application.
- 5. Contractor/Developer shall provide two copies of plans/sketches of proposed work.
- 6. If any lane closures are required for work under this permit, a traffic control plan shall be submitted for review and approval. The traffic control plan shall be prepared in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices.
- **7.** A separate lane closure may be required to be determined by Engineering Department staff.

#### 7.2 Requirements/Procedures for Construction Permits

All work done under this permit shall be performed by a licensed contractor (Classification "A" or applicable Classification "C").

- 1. Contractor/Developer shall fill out an Application for Construction of Public Improvements. (All items shall be completed.)
- 2. Contractor/Developer shall supply certificates of insurance for liability, automobile, and workers' compensation insurance before a permit is issued. Certificates of insurance shall list City of Highland as the certificate holder. The certificates should be mailed to City of Highland, Engineering Department, 27215 Base Line, Highland, California 92346. General liability, automobile, and workers compensation insurance shall be a minimum of \$1 million coverage. See Section 18.0 for insurance procedures.
- 3. Contractor/Developer shall obtain a City Business License from Highland City Hall and provide a copy prior to issuance of permit.
- 4. Contractor/Developer shall pay the appropriate permit fee. See schedule on permit application.
- 5. Contractor/Developer shall provide two copies of plans/sketches of proposed work.
- 6. If any lane closures are required for work under this permit, a traffic control plan shall be submitted for review and approval. The traffic control plan shall be prepared in accordance with the latest edition of the California Manual on Uniform Traffic Control Devices.
- 7. A separate lane closure permit may be required to be determined by Engineering Department staff.

#### 7.3 Requirements/Procedures for Voluntary Street Construction Permits

Applicability of Policy

1. This policy applies only to permits for construction of public improvements within City rights-of-way or easements as a voluntary act by the homeowner, and not a result of a City requirement associated with applications for new developments or constructions.

- 2. This policy applies only to the following public improvements:
  - a. To replace an existing drive approach.
  - b. To replace existing sidewalk.
  - c. To remove and replace an existing street tree or install a new tree.
  - d. To construct new PCC sidewalk and/or drive approach if an existing PCC curb is present.

#### Procedure

- 1. The homeowner must make application in person and bring a sketch (minimum 8  $\frac{1}{2} \times 11$ ") showing what is proposed and what exists within and adjacent to the street right-of-way.
- 2. The homeowner must sign an Indemnification, Defend, Hold Harmless statement for all permitted work.
- 3. The homeowner must submit a copy of his homeowners insurance policy that shows he has liability insurance.
- 4. The homeowner must pay for the permit based on the City's approved fee schedule. The City currently charges only 10% of regular permit fee for voluntary improvements).
- 5. The homeowner shall complete the permitted work within the time specified on the permit or the City can perform the necessary work within tis right-of-way and lien the property for all associated expenses.
- 7.4 Permit Applications and the Indemnification, Defense, Hold Harmless statement are on pages 50 through 53



#### CITY OF HIGHLAND ENGINEERING DEPARTMENT CONTRACTOR/DEVELOPER APPLICATION STREET OPENING PERMIT

Permit No.\_\_\_\_\_

| Requested By:                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Da                                                                                                                                                                                                                      | ite:                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                         | Phone:                                                                                                                                                                                                                                                                                                                              |
| Contractor:                                                                                                                                                                                                                                                                                                                                                                                                                                                               | License #                                                                                                                                                                                                               | Phone:                                                                                                                                                                                                                                                                                                                              |
| All work shall be in conformance with applicable<br>to the satisfaction of the City Inspector. App<br>minimum of twenty-four (24) hours prior to<br>guarantee all work, for a period of one (1) year a<br>replace any and all such work, together with any<br>in workmanship and/or materials within the one (<br>to the City, ordinary wear and tear and unusual<br>above mentioned conditions within seven (7) days<br>hereby authorized to proceed to have the defects | blicant shall contact City<br>construction and/or insp<br>after the date of acceptance<br>other work which may be dis<br>(1) year period from the date<br>abuse or neglect excepted<br>s after being notified in writin | <b>Inspector at</b> (909) 864-8732, ext. 240, a <b>bection.</b> Contractor shall and hereby does of the work by the City and shall repair and splaced in doing so, that may prove defective of acceptance, without expense whatsoever I. In the event of failure to comply with the ig, or in the event of an emergency the City is |

agrees to pay the cost and charges therefor immediately on demand.

Applicant wishes to open the following streets: (Location of proposed installation)

| 1)                                                          | between                          | and                                                                             |                                        |
|-------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------------------|----------------------------------------|
| 2)                                                          | between                          | and                                                                             |                                        |
| Address/Tract:                                              |                                  | Part of New Subdivision Yes                                                     | No                                     |
| For the purpose of                                          |                                  |                                                                                 |                                        |
| Proposed Start Date:                                        | 19                               | Proposed Completion Date:                                                       | (enclose plans if any)                 |
|                                                             |                                  | d at varying depths by a qualified so<br>of Highland. Testing interval 300 feet |                                        |
| Trenches within asphalt co<br>Detail, and as directed by th |                                  | s), shall be repaired in accordance wi                                          | th the City <del>s</del> Trench Repair |
| Final pavi                                                  | ng shall be completed withi      | n sixty (60) days of proposed comp                                              | letion date                            |
|                                                             | * * FEE PER                      | FEE SCHEDULE * *                                                                |                                        |
| Permit Fee: \$                                              |                                  | Paid/Che                                                                        | ck No                                  |
| Applicant's Signature                                       | P                                | rint Name:                                                                      | Date:                                  |
| Issued By:                                                  | Date:                            | _ City Engineer:                                                                | Date:                                  |
| NOTE: Mail completed app                                    | blication to City of Highland, E | ngineering Department, 27215 Base L                                             | ine, Highland, CA 92346.               |
| Final Approval By:                                          |                                  |                                                                                 |                                        |
| Inspector                                                   | Date                             | Ernest Wong, City Engineer                                                      | Date                                   |

#### CITY OF HIGHLAND Permit No: \_\_\_\_\_ ENGINEERING DEPARTMENT APPLICATION FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

#### FOR APPLICANT'S USE:

| Applicant:        |         | Tel #: ()        |
|-------------------|---------|------------------|
| Contact Person:   |         | Tel #: ()        |
| Address:(Street)  | (City)  | (Zip)            |
| Project Location: |         |                  |
| Contractor:       | Lic. #: | Tel #: <u>()</u> |
|                   |         |                  |

All work to be in conformance with applicable City Ordinance and/or according to City Plans and Specifications for such work, and to the satisfaction of the City Inspector. Contact City Inspector at (909) 864-8732, ext. 240, a minimum of twenty-four (24) hours prior to construction and/or inspection. Work performed without calling for inspection may be rejected, and if rejected shall be removed solely at the Contractor's expense. Contractor shall and hereby does guarantee all work, for a period of one (1) year after the date of acceptance of the work by the City and shall repair and replace any and all such work, together with any other work which may be displaced in doing so, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, or in the event of an emergency the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

Compaction testing shall be provided by applicant per the requirements of the inspector. Laboratory shall be approved by the City Engineer.

Permission is requested to construct the following in accordance with the approved plans and/or Standard Drawings.

| 1) Driveway Approach: Dimensions | Residential | Commercial    | Industrial |
|----------------------------------|-------------|---------------|------------|
| 2) Sidewalk: Dimensions          | Curb Line   | Property Line |            |
| 3) Curb & Gutter: Dimensions     | Residential | Commercial    | Industrial |
| 4) Streets, Storm Drains         |             |               |            |
| 5) Other:                        |             |               |            |

If an approved plan is not on file with the City, applicant shall provide the City Engineering Department with a sketch of the proposed work. The sketch shall include all structures, property line, fire hydrants, signs, utility poles, etc., within 50' of the proposed improvements.

| Applicant's Signature:                                                                                                                                                                                                                                                                                                                                                                                                            | Date:                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Please Print Name:                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    |
| Start Date: E                                                                                                                                                                                                                                                                                                                                                                                                                     | xpiration Date:                                    |
| FOR ENGINEERING'S USE:                                                                                                                                                                                                                                                                                                                                                                                                            |                                                    |
| Total Estimate of Improvements         Permit Deposit           \$1.00- \$10,000         \$560           \$10,001- \$20,000         \$560 plus 3.75% of project costs exceed           \$20,001- \$600,000         \$935 plus 2.6% of project costs exceed           \$600,001 - \$100,000,000         \$16,015 plus 2.3% of project costs exceed           \$1,000,001 and Up         \$25,215 plus 1.8% of project costs exceed | ing \$20,000<br>eeding \$600,000                   |
| Fee shall be based on the City's itemized cost estimate for bonding and fee pu                                                                                                                                                                                                                                                                                                                                                    | rposes. Total Fee:                                 |
| Business License Required Proof of General Liability/Worker's C                                                                                                                                                                                                                                                                                                                                                                   | ompensation provided as outlined on attached sheet |
| Applicant has provided sketch of proposed work Applicant has be                                                                                                                                                                                                                                                                                                                                                                   | en given a copy of City standards requested        |
| Permit Issued By:                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                   | Date                                               |
| Final Approval By:                                                                                                                                                                                                                                                                                                                                                                                                                |                                                    |
| City Inspector                                                                                                                                                                                                                                                                                                                                                                                                                    | Date                                               |

#### CITY OF HIGHLAND Permit No: \_\_\_\_\_ ENGINEERING DEPARTMENT ENCROACHMENT / ROAD / LANE CLOSURE PERMIT APPLICATION

| FOR APPLICANT'S USE:<br>Applicant: |          |         | Tel #: () |   |
|------------------------------------|----------|---------|-----------|---|
| Contact Person:                    |          |         | Tel #: () |   |
| Address:                           | (Street) | (City)  | (Zip)     | _ |
| Project Location:                  | · · ·    |         |           |   |
| Contractor:                        |          | Lic. #: | Tel #: () |   |

All work performed under this permit, shall be in conformance with these permit conditions, applicable City Ordinances, codes, regulations, specifications and, if applicable, according to City approved Improvement Plans for such work, to the satisfaction of the City Inspector. The Applicant shall notify the City's Engineering Department to schedule Inspection, at (909)864-8732, ext. 240, a minimum of twenty-four (24) hours prior to beginning any of the operations described under this permit, and for scheduling subsequent inspections. The City, at it's sole discretion, reserves the right to suspend work, or revoke this permit, if operations are performed without City inspection. Contractor shall and hereby does agree to repair and/or replace any and all such existing improvements, facilities, etc., which are damaged, removed, displaced, obliterated, etc., as a result of work performed under this permit, as described herein, without expense whatsoever to the City. In the event of failure to comply with the above mentioned conditions within seven (7) days after being notified in writing, or in the event of an emergency, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefor immediately on demand.

Permission is requested to perform the following operations and/or work in accordance with the herein described permit conditions, etc., within the City's Rights-of-way, easements or other City property locations as stated below.

|  | Descrij | ption | of | Pro | posed | Op | perations: |
|--|---------|-------|----|-----|-------|----|------------|
|--|---------|-------|----|-----|-------|----|------------|

1) \_\_\_\_

Proposed Work / Road Closure Location(s):

| 2)   | 2) |
|------|----|
| ~    |    |
| 3) _ | 3) |
| 4    |    |
| 4) _ | 4  |
|      |    |
|      |    |

If requested by the City, the applicant shall provide a sketch of the proposed work, to the City's Engineering Department. The sketch shall include all existing street improvements, structures, property lines, utility facilities, landscaping improvements, public or private, etc., within 50' of the proposed operations, and, if required, a traffic control plan shall be prepared by the applicant and submitted to the City for review and approval.

| Applicant's Signature:                                                                                                                       | Date:                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Please Print Name:                                                                                                                           |                                                                   |
| Start Date: Ex                                                                                                                               | piration Date:                                                    |
| Completed application and other information, shall be submitted to City of High                                                              | land, Engineering Department, 27215 Base Line, Highland, CA 92346 |
| FOR ENGINEERING'S USE                                                                                                                        |                                                                   |
| Additional Deposit Amounts may be required for bonding purposes, as determined                                                               | ned by the City Engineer.                                         |
| Total Permit Fee:                                                                                                                            | Additional Deposit Amount:                                        |
|                                                                                                                                              |                                                                   |
| Business License Required Proof of General Liability/Worker's Co                                                                             | mpensation provided as outlined on attached sheet                 |
| Business License Required Proof of General Liability/Worker's Co     Applicant has provided sketch of proposed work and Traffic Control Plan |                                                                   |
|                                                                                                                                              | Applicant has been given a copy of City standards requested       |
| Applicant has provided sketch of proposed work and Traffic Control Plan                                                                      |                                                                   |

#### **INDEMNIFICATION, DEFEND, HOLD HARMLESS**

Property Owner shall indemnify, defend, and hold harmless the City of Highland and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with the issuance of this permit or its failure to comply with any of its obligations contained in the permit.

| Property Address |      |
|------------------|------|
| Property Owner   | Date |
| 5                |      |
|                  |      |

#### 7.5 Street and Storm Drain Plan and Profile Checklist and General Notes

#### STREET AND STORM DRAIN IMPROVEMENTS

| Projec           | ::: <u> </u> | Checked By: Date:                                                                                                                                                                                                                                                               |
|------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prepar           | red B        | y: Date:                                                                                                                                                                                                                                                                        |
|                  |              | st should be considered as a guideline with acceptable minimums to be used for plan<br>by private engineers. Other methods of achieving the desired result can be used.                                                                                                         |
|                  |              | PLAN CHECKLIST                                                                                                                                                                                                                                                                  |
|                  | 1.           | Plan Check Base Fee required when plans submitted. Totaled bond estimate and complete hydrology study required with first check. Quantity estimate required on plans. Plan size shall be 24" x 36" double matte three-mil thick mylar with standard City title block.           |
|                  | 2.           | Plans to be approved by engineer. His signature, name, address, phone number and registration number and seal to appear. Does the engineer have a current City business license? City case or project number required in title block. For building permits show address of lot. |
|                  | 3.           | North arrow and vicinity map. North arrow to face up or to the right.                                                                                                                                                                                                           |
|                  | 4.           | Approved names of streets checked against the final map. Street name sign schedule and construction note.                                                                                                                                                                       |
|                  | 5.           | Install stop signs, stop bars, and stop legends if required, in accordance with City policy.                                                                                                                                                                                    |
|                  | 6.           | Show proposed traffic mitigation as identified in the project traffic report.                                                                                                                                                                                                   |
|                  | 7.           | Show horizontal scale and bench mark, including a 3" long (minimum) graphic (bar) scale.                                                                                                                                                                                        |
|                  | 8.           | Bearings of all streets shown. Radial bearings on centerline of all catch basins, etc., in a curve. All street intersections shall be at right angles, plus or minus five (5) degrees, unless otherwise approved by the City Engineer.                                          |
|                  | 9.           | Stationing to conform with established stationing on approved City plans. Stationing to be left to right. No negative stationing. If you have any questions or problems on stationing contact City Engineer's Office prior to design.                                           |
| 1                | 0.           | Check stationing and elevations on consecutive sheets. If more than one sheet, show match lines at identical points on consecutive sheets. Give references to other sheets.                                                                                                     |
| □ 1 <sup>•</sup> | 1.           | Stationing of all BCR's and ECR's, M.C. of all curves.                                                                                                                                                                                                                          |
| 1:               | 2.           | Stations at beginning and end of improvements and at center of catch basins, etc.                                                                                                                                                                                               |

- 13. Centerline curve data, also short and long side for curbed sections.
- 14. The offset for adjacent street intersections shall not be less than 200 feet apart, and may be up to 5 feet apart with the approval of the City Engineer.
- 15. A minimum 300-foot centerline radius on local streets is required unless prior approval is obtained from the City Engineer. The centerline radius for collector, secondary and major streets above shall be determined utilizing the Caltrans Highway Design Manual. A minimum tangent length of 100 feet is required between compound and reverse curves unless prior approval is obtained from the City Engineer.
- 16. 35-foot curb return radii at street intersections with secondary or major streets. All other 25 feet. Wheelchair ramps required at all curb returns except in knuckles. Ramps shall be constructed in accordance with Title 24 and ADA requirements.
- 17. Curb return data (delta, tangent, radius and length).
- 18. Show right-of-way and improvement widths (parcel to be improved, adjoining parcels and parcels across the street). Corner cut-off required at intersections.
- 19. Show lot lines and lot numbers same as record map.
- 20. Show existing improvements and dimensions with dashed lines, along with plan references. Show existing adjacent driveway and topo in and adjacent to area of proposed construction.
- 21. Show existing pipelines, irrigation lines, structures, power poles, trees, etc., in right-of-way, and include note as to their disposition if encroaching. Label with size, etc., and distance from centerline. Show existing underground structures that may conflict with, or enter into, the design of proposed improvements. Private engineer to have owner controlling utility sign plans after second check if utility is affected in any way.
- 22. Show improvements to be constructed with solid lines. Note connections to existing improvements.
- 23. Show details, dimensions, etc., of all improvements if not city standards. For all standard improvements show standard drawing number. Check standard drawings for those dimensions to be shown on plans.
- 24. Use 6-inch curb and gutter on local and collector streets. Use 8-inch curb and gutter on major, primary and arterial streets. If both 6-inch and 8-inch curb and gutter are being used, show limits on plan for each type of transition. Use 6-inch curb only for medians.
- 25. Check general and construction notes against "sample general notes". Show construction notes wherever necessary to clarify construction details.
- 26. Length and location of transitions or super elevations, if used; also, of transitional paved sections for drainage.

- □ 27. Show saw cut lines, limits of new paving, old paving, cold planing, overlay, and removal. Use appropriate shading to delineate areas. For new paving, an R-Value test to determine the paving section is required. Where match up paving is required specify a minimum 0.1' thick, 2' wide cold plane and inlay adjacent to newly saw cut edge of paving per City Standard Pavement Join Details.
- 28. Curb-type sidewalk standard. If property line sidewalk is existing within block, continue property line sidewalk to street intersection and transition through return to curb-type sidewalk. Minimum 4-foot clearance required around any obstacle (tree wells, power poles, fire hydrants, etc.).
- 29. Show detail of cross gutter if not standard. Cross gutter and aprons to show direction of flow with arrows. Show flow line elevations along flow line of cross gutter.
- 30. Show T.C. and flow line elevations on all BCR's and ECR's.
- 31. If cross gutter has upstream drainage area greater than 1,000 feet in length, then 10-foot cross gutter required. Otherwise, 6-foot width. Show width on plans.
- 32. No mid-block cross gutters. Cross gutters across major streets need prior approval from City Engineer.
- 13. Typical sections for all streets. Show existing, proposed and ultimate conditions. Show right and left sides of sections as they would appear looking upstation on the street even if only one side of the street is being improved. Identify property lines. Give level line offsets from centerline to quarter crown and T.C. New streets shall have a cross slope of 2 percent. Show range of slopes on existing and match-up paving. If difference in elevation between top of curb and existing ground at property line exceeds one foot, indicate what slopes are to be constructed outside the right-of-way, 2:1 maximum. Maximum 2:1 slope within street right-of-way.
- 34. Submit design cross sections at 50' intervals where match up paving is proposed. Sections shall be at a scale of not less than 1"= 20' horizontal and 1" = 2' vertical and labeled clearly with existing and proposed cross slopes, elevations, and dimensions. Cross slopes to be in the range of 1% to 2% for driving lanes and 2% to 4% for shoulders. 2% driving lane and 6% shoulder absolute maximums. Cross slopes to be computed from lip of gutter. Butterfly sections (where driving lane is steeper than shoulder) are not permitted.
- 35. If both driving lane and shoulder have variable cross slopes, the 1/4 crown elevations to be shown on plan. 1/4 crown located 8 feet from curb face on all streets.
- 36. Show traffic index (T.I.) under typical sections. Residential T.I. = 5, Collector T.I. = 6, Secondary T.I. = 7 (T.I. = 8 if truck route), Major T.I. = 8 (T.I. = 9 if truck route), Primary T.I. = 9 (T.I. = 10 if truck route). Minimum street section = 3"AC/4"AB. The structural section for all streets shall be designed for a service life of 20 years as outlined in Chapter 600 of the Caltrans Highway Design Manual.
- 37. Barricade needed at temporary dead end streets.

| 38. | Widening flare at 2:1, narrowing flare at rate to be determined by the City Engineer, each from the curb face. Install a minimum of three F-2 delineators with 8"x 24" target plates 25 feet (typical) on center along outgoing taper.                |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 39. | 2" x 4" headers required at edges of paving that are not adjacent to gutters or existing paving, except for the tapers.                                                                                                                               |
| 40. | Block walls connected with backup lot treatment will be placed at the top of any slopes adjacent to the street. Backup walls to be outside of City right-of-way. Details of other than standard walls required on plans. Show height of wall on plan. |
| 41. | Check for existing sewer lateral and show and label any proposed or existing laterals. (Applies to projects where there are existing sewers.) Laterals to be built before paving.                                                                     |
| 42. | Slope letter is needed if cut or fill at end or side of subdivision street adjacent to subdivision boundary extends onto private property.                                                                                                            |
| 43. | Alley approaches, which drain a portion of an alley with a valley gutter, will be depressed at the rear of the approach. Show flow line elevation on plans.                                                                                           |
| 44. | Minimum 20-foot long by 2-foot wide by 2.5-inch thick A.C. drainage aprons required at downstream end of stub streets.                                                                                                                                |
| 45. | On all major street intersections (two or more major streets) 88 feet wide and greater, traffic signal conduit and pullboxes shall be shown on the plans even if no signals are being built at this time.                                             |
| 46. | If project conditions require fencing, construction limits of required chain link fence, etc., to be shown on plans.                                                                                                                                  |
| 47. | Sign locations and arrangement on sign posts shall be per City standards.                                                                                                                                                                             |
| 48. | Signs shall be placed on light poles or power poles when possible to minimize the number of sign post installations.                                                                                                                                  |
| 49. | Check existing signage adjacent to new improvements to avoid conflicts.                                                                                                                                                                               |
| 50. | Show flow around tract on index map on title sheet, if necessary.                                                                                                                                                                                     |
| 51. | If flow is diverted from its existing course onto private property, a recorded drainage release letter from the affected property owners will be required.                                                                                            |
| 52. | Private engineer to use San Bernardino County method for drainage calculations (hydrology and H.G.L.). Assume ultimate upstream development.                                                                                                          |
| 53. | Check to see if new street section will carry same flow as existing street section (critical where there is an existing ditch along street) without diverting flow across centerline.                                                                 |
| 54. | n = 0.020 on residential streets (streets with driveways, parked cars, etc.) n = 0.015 on major streets (no driveways, little or no parking, etc.)                                                                                                    |

| 55. | Check calculations on non-standard box culverts, etc.                                                                                                                                                                                                                                                     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 56. | Drainage structures checked for capacity. Check hydraulic calculations submitted by engineer.                                                                                                                                                                                                             |
| 57. | Note size, length and "D" strength for pipe (1350-D minimum). Minimum diameter pipe 18 inches.                                                                                                                                                                                                            |
| 58. | Storm Drain Pipe shall be RCP unless otherwise approved by the City Engineer.                                                                                                                                                                                                                             |
| 59. | Underground storm drain systems and open channels shall be designed for a 100-year storm. Sump conditions require a secondary overland freeflow to prevent flooding of buildings should catch basin or storm drain system become blocked. A flowage easement is required for overland freeflow conditions |
| 60. | Ten-year storm to be carried between curbs and 100-year storm between right-of-way lines<br>on all streets. Secondary, major and primary streets must have one driving lane clear in<br>each direction in 10-year storms.                                                                                 |
| 61. | Grate catch basins not permitted.                                                                                                                                                                                                                                                                         |
| 62. | Construct catch basins to minimize the number of cross gutters if there is a storm drain in the vicinity of an intersection.                                                                                                                                                                              |
| 63. | A recorded drainage release letter needed if streets drain onto adjacent property owner's land.                                                                                                                                                                                                           |
| 64. | Any block walls, ditches, etc., needed along tract boundary to prevent flooding (overland, from canals, etc.)? Show on plans.                                                                                                                                                                             |
| 65. | Check at subdivision boundaries for any possible problems such as blocking drainage from or discharging drainage to adjacent land or conflict with existing or proposed improvements.                                                                                                                     |
| 66. | Check for possible ponding on streets and cross gutters and aprons.                                                                                                                                                                                                                                       |
| 67. | For storm drains show H.G.L. and elevation of HGL to nearest 0.1' in profile. Show "Q" in streets, into catch basins and into storm drain system and designate $Q_{100}$ . Show any flowby at catch basins. Show "Q" to the nearest 1 CFS.                                                                |
| 68. | Water surface elevations in catch basins minimum 6 inches below gutter flow line.                                                                                                                                                                                                                         |
| 69. | Check for cutoff walls, energy dissipators, etc., at outlets of storm drain systems. Also, headwalls, etc., at inlets.                                                                                                                                                                                    |
| 70. | No storm drain easements centered on property line and no storm drains located on property line. Minimum width storm drain easement 15 feet. Supplemental access easements may be required.                                                                                                               |
| 71. | An encroachment permit is needed from San Bernardino County Flood Control District if connecting to a District drainage system.                                                                                                                                                                           |

- $\square$ 72. Label private drainage system as such. Inlets of private drainage systems to be equal to or above H.G.L. of public storm drain they connect to or if tying into a catch basin, equal to or above the top of curb of the catch basin. 73. If proposed construction will affect adjacent driveways in any way, a written concurrence from adjacent property owners is required.  $\square$ 74. No "stick on" labels on plan originals. Duplicate mylars shall have a minimum thickness of 3 mil.  $\square$ Any supporting calculations or pertinent data that would be required to allow complete 75. checking of the entire design development package (including but not limited to closure calculations for maps; hydrology and hydraulic calculations for storm drain studies, etc.) must be submitted with first check.  $\square$ 76. Show all street lights and label "x,xxx lumen street light.
- 77. Check storm drain against WQMP requirements.
- 78. Check Engineer's registration expiration date.
- 79. Show existing survey monuments.

FOR INFORMATION ONLY: Balance due on plan check fee must be paid prior to plan approval by City Engineer. Also, if R/W is required for the project, plans will not be approved until deeds are in and sent for recording.

The following notes must appear on the first sheet of the plan set.

#### GENERAL NOTES FOR STREET PLANS

- 1. All work shall be done in accordance with these plans, the Standard Drawings of the City of Highland and the County of San Bernardino, and the Greenbook Standard Specifications for Public Works Construction, latest edition.
- 2. It shall be the responsibility of the Contractor to familiarize himself with the job site and the location of all underground facilities shown or not show on these plans. The City of Highland will not be responsible for any damage to underground facilities..
- 3. It shall be the Contractor's responsibility to obtain all necessary permits.
- It shall be the Contractor's responsibility to call the City Engineer's Office at <u>(909) 864-8732, ext.</u> <u>240</u>, for inspection 24 hours prior to performing any work. Work performed without calling for inspection shall be rejected and shall be removed solely at the Contractor's expense.
- Utility Contractors shall be responsible for obtaining compaction tests of all trench backfill and street subgrades and submitting them to the City Engineer for approval. Notify City Engineer's Office at (909) 864-8732, ext. 240, 24 hours prior to tests.

- 6. The structural sections shown on these plans are tentative. At the completion of rough grading, a material report and the proposed structural section shall be submitted by the design engineer to the City Engineer for review and evaluation. Approval will be given when all structural section requirements prevailing at time of submittal have been met. Current minimum structural section is 3" AC over 4" Class II AB. It shall be the design engineer's responsibility to contact the City Engineer's office to obtain the latest structural section requirements.
- 7. Locations of driveway approaches shall be added to the precise grading plan if not on original street plans. Any water or sewer laterals constructed within driveway approaches shall be relocated at the Contractor's expense. Note that 4' of sidewalk at a 2% slope shall be maintained around drive approaches in accordance with State and Federal requirements.
- 8. The Contractor shall satisfy himself that estimated quantities shown are correct before bidding on any item.
- 9. The Contractor shall maintain dust control at all times. Work site and exterior streets shall be in a neat, clean, hazard free, orderly state throughout construction. Site shall be cleaned upon request of the inspector.
- 10. All existing pavement to be removed shall be sawcut or wheelcut and removed to clean straight lines.
- 11. At all locations where new pavement joins existing, the existing pavement shall be coated with an asphaltic emulsion.
- 12. The Contractor is responsible for the protection of all utility valves, boxes and covers, and adjusting of all water valve boxes and covers to finish grade.
- 13. The Contractor shall reset manhole rings to surrounding A.C. pavement grade.
- 14. The Private Engineer signing these plans is responsible for the accuracy and acceptability of the work hereon. In the event of discrepancies arising during construction, the Private Engineer shall be responsible for determining an acceptable solution and revising the plans for approval of the City Engineer.
- 15. The Contractor shall call in a location request to Underground Service Alert (USA), phone number 811, two working days before digging. No inspection will be provided by the City Engineer's office, and no construction permit issued involving excavation for underground facilities will be valid unless the applicant has been provided an inquiry identification number by USA.
- 16. All irrigation lines encountered during construction shall be replaced with 12 gauge minimum dipped and wrapped-welded steel pipe.
- 17. Approval of these plans by the City or its agents does not relieve the developer from the responsibility for the correction of errors and omissions discovered during construction. Upon request, the required plan revisions shall be promptly submitted to the City Engineer for approval.
- 18. When improvements are to be placed on native soil which consists of a rocky material, the sub-grade shall be prepared by removing all rocks which protrude above the sub-grade and all voids or depressions shall be filled with a fine grade material of a quality better than the native material.

- 19. No work shall commence within public right of way without obtaining a Public Improvements Permit and notifying the City Inspector to schedule a preconstruction meeting 24-hours prior to start of work.
- 20. Asphalt concrete shall be spread and compacted in at least two lifts, with each lift no thicker than 2". The City prefers that the final lift not be placed prior to the completion of construction of the residences/buildings within the development. Should the developer choose to pave the full depth of A.C. pavement prior to the completion of building construction, no final inspection of the pavement surface shall be performed. Upon the completion of building construction, a final inspection of the pavement surface shall be performed and any noted deficiencies shall be repaired in accordance with the City's Pavement Repair Policy.
- 21. After all houses are constructed, **if the final lift was placed prior to completion of construction**, all streets within the tract shall be slurry sealed prior to final bond release or a cash payment made in lieu of slurry seal.
- 22. Two coats of paint shall be used for pavement striping and markings on local and collector streets. Thermoplastic shall be used on secondary highways, major highways, and primary arterials.
- 23. It shall be the responsibility of the developer to comply with the provisions of Section 8771 of the Business and Professions Code as amended by Assembly Bill 1414, with respect to all monuments (refer to Section 3).

### **PROFILE CHECKLIST**

- 1. Show datum elevation at both ends of each street. Benchmark reference on each sheet.
- 2. Show horizontal and vertical scales.

- 3. Names and stationing of intersecting streets.
  - 4. Label and show stations and elevations at the beginning and end of all curb returns, vertical curves, horizontal curves, transition sections, grade breaks and beginning and end of improvements.
  - 5. Indicate length of curb returns and length of horizontal curves. Draw curb returns full length, not twice tangent distance. 1/4 delta points to be shown on all returns and elevations.
- 6. Label all grade lines and profiles. Also show size of curb face.
- 7. Profile of existing centerline with elevations at least every 50 feet (except for projects involving mass grading).
- 8. Profile of existing ground at property line (except for projects involving mass grading).
- 9. Profile of existing E.P. with elevations at least every 50 feet.
- 10. Show connection with or future design to existing improvements along with existing elevations. Show grade on existing improvements.

| 11. | Check profile of 1/4 crown if required. Show grade.                                                                                                                                                                                                                                           |  |  |  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| 12. | Grades of major and secondary streets should not exceed 6%. Residential streets shall not                                                                                                                                                                                                     |  |  |  |  |
| 13. | exceed 12% or as required by the Fire Department.<br>Check elevations shown in profile against those shown in the plan view.                                                                                                                                                                  |  |  |  |  |
| 14. | Check difference between T.C. and centerline against what typical section shows.                                                                                                                                                                                                              |  |  |  |  |
| 15. | Minimum centerline and top of curb grade is 1%, show grades in profile. If profile on existing street is less than 0.5%, engineer to have prior approval from the City Engineer. No new streets to have grades less than 1%.                                                                  |  |  |  |  |
| 16. | Use vertical curves for all grade breaks in excess of 0.5% (Parabolic V.C.'s only). Do not use portions of vertical curves. Design speeds are 30 miles per hour for local, 45 miles per hour for collectors, 50 miles per hour for secondary and 55 miles per hour for majors.                |  |  |  |  |
| 17. | Show tangent grades at PRVC or PCVC.                                                                                                                                                                                                                                                          |  |  |  |  |
| 18. | Show P.I. elevations on vertical curves.                                                                                                                                                                                                                                                      |  |  |  |  |
| 19. | Elevations every 25 feet on vertical curves (or fractional part thereof).                                                                                                                                                                                                                     |  |  |  |  |
| 20. | Check sight distance: (both horizontal and vertical). Intersections shall be designed in accordance with Caltrans 7-1/2 second Corner Sight Distance criteria.<br>Design Speeds: 30 mph - local streets<br>45 mph - collector streets<br>50 mph - secondary streets<br>55 mph - major streets |  |  |  |  |
| 21. | Show transition between different types of curbs.                                                                                                                                                                                                                                             |  |  |  |  |
| 22. | Extend profiles beyond end of improvements as necessary to justify grades.                                                                                                                                                                                                                    |  |  |  |  |
| 23. | If future curb is to go over canal, etc., check to see there will be adequate clearance between bottom of curb and top of canal cover.                                                                                                                                                        |  |  |  |  |
| 24. | Use straight grades for cross gutters unless there are unusual circumstances.                                                                                                                                                                                                                 |  |  |  |  |
| 25. | Maximum 2.5% grade coming into cross gutter. P.I. for vertical curve to be minimum of 50 feet back from flow line of cross gutter. On streets where the grade is 5% or greater, a grade of 4.5% into the cross gutter is acceptable.                                                          |  |  |  |  |
| 26. | Curb returns to be designed by plane method of top of curb. Show P.I. and elevations. Show tangent grades if different from T.C. grades.                                                                                                                                                      |  |  |  |  |
| 27. | Absolute minimum fall around or away from curb returns shall be 1%. Vary curb face if necessary. (Hold the T.C. elevations and vary the flow line.)                                                                                                                                           |  |  |  |  |
| 28. | Show profile going into and out of return with grades.                                                                                                                                                                                                                                        |  |  |  |  |
| 29. | Check shoulder around curb returns for excessive slope (maximum 6%).                                                                                                                                                                                                                          |  |  |  |  |
| 30. | Check through streets for driveability.                                                                                                                                                                                                                                                       |  |  |  |  |
| 31. | Show structures to scale (catch basins, etc.). Note critical flow line elevations.                                                                                                                                                                                                            |  |  |  |  |
|     |                                                                                                                                                                                                                                                                                               |  |  |  |  |

| 32. | Show and label any existing or proposed underground construction that may conflict or enter into the design of the proposed improvements.                                                                                                                                                                                     |  |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 33. | Show existing or proposed flow coming into and going out of new improvements.                                                                                                                                                                                                                                                 |  |  |
| 34. | Check for flat spots at high and low points of vertical curves. Vary curb face height to provide minimum flow line grade of 0.5% (vary the flow line, hold the T.C.).                                                                                                                                                         |  |  |
| 35. | Use variable curb face height on cul-de-sacs, knuckles, etc., to help alleviate flat slopes. Minimum flow line grade is 1%. Maximum street grade into gutter at back of cul-de-sac shall not exceed 3%. On flat cul-de-sacs with a 0.5% grade in cul-de-sac high-point, omit vertical curve at cul-de-sac high point.         |  |  |
| 36. | If curbs are variable height, show T.C. and F.L. elevations and curb height. Show flow line profile with grade.                                                                                                                                                                                                               |  |  |
| 37. | Check for car dragging going into driveway or alley. Grade for a residential driveway shall not exceed 12%. Submit a profile for each existing driveway showing existing and proposed elevations, grades, and dimensions of transition for match up. Clearly specify the limits and elevations of the transition on the plan. |  |  |
| 38. | On "grading to drain" situations, check for sufficient elevations and stations to allow grading to be done (critical where grading is to be done in flat area).                                                                                                                                                               |  |  |
| 39. | Propose grade checked against City plans, if any.                                                                                                                                                                                                                                                                             |  |  |
| 40. | All plans must be complete within themselves and not contingent on future or adjacent construction.                                                                                                                                                                                                                           |  |  |
| 41. | On curb inlets or outlets, the top of the curb remains constant with the flow line varying up or down to allow for the facility. Minimum flow line grade is 1%.                                                                                                                                                               |  |  |
| 42. | Where the property being developed is below the level of the street, a driveway profile is required to show that 100-year street flows will not enter onto private property by way of the driveway.                                                                                                                           |  |  |
| 43. | A minimum velocity of 3 feet per second flowing half full shall be maintained in permanent closed conduit storm drains.                                                                                                                                                                                                       |  |  |
| 44. | A minimum slope of 1% shall be used for permanent storm drains. If a 1% slope is not possible due to existing constraints, obtain prior approval from the City Engineer.                                                                                                                                                      |  |  |
| 45. | Check storm drain against WQMP requirements.                                                                                                                                                                                                                                                                                  |  |  |

| NA BO                                            | City of San Bernard                        | lino                        | Assigned Activity #                                               |  |  |  |  |  |
|--------------------------------------------------|--------------------------------------------|-----------------------------|-------------------------------------------------------------------|--|--|--|--|--|
|                                                  | Public Works Department                    |                             |                                                                   |  |  |  |  |  |
| CITY OF                                          | 300 N. D Street                            |                             | (Office Use Only)                                                 |  |  |  |  |  |
| San Bernardino                                   | San Bernardino, CA 92418<br>(909) 384-7272 | }                           | **Right of Way **                                                 |  |  |  |  |  |
|                                                  | pw-permits@sbcity.org                      |                             | Permit Application                                                |  |  |  |  |  |
|                                                  | <u>pw-permits@sbcity.org</u><br>**         | <b>General Information</b>  |                                                                   |  |  |  |  |  |
| Job Address / APN / Location:                    |                                            |                             |                                                                   |  |  |  |  |  |
| Nearest Cross Street(s):                         |                                            |                             |                                                                   |  |  |  |  |  |
| Purpose of Permit:                               |                                            |                             |                                                                   |  |  |  |  |  |
|                                                  | ·•                                         |                             |                                                                   |  |  |  |  |  |
|                                                  |                                            |                             |                                                                   |  |  |  |  |  |
| Utility (Circle):                                | Cable Electric                             | Telephone Gas               | Sewer Water Other:                                                |  |  |  |  |  |
| Work Order #:                                    |                                            | _Dates of Work:             |                                                                   |  |  |  |  |  |
|                                                  |                                            | n - 4pm, no Holiday/Wkends  | :                                                                 |  |  |  |  |  |
|                                                  | **                                         |                             |                                                                   |  |  |  |  |  |
|                                                  |                                            | Lane / Road Closure         |                                                                   |  |  |  |  |  |
|                                                  |                                            |                             | # of Special Event Days:<br><sup>■</sup> # of Special Event Days: |  |  |  |  |  |
| Koau closure - # c                               | of construction Days.                      |                             |                                                                   |  |  |  |  |  |
|                                                  |                                            | ** Excavation **            |                                                                   |  |  |  |  |  |
| Excavation - # of L                              | Days:                                      | _ Total Length:             | Total Width:                                                      |  |  |  |  |  |
|                                                  |                                            | ** Encroachment *           | *                                                                 |  |  |  |  |  |
| Encroachment On                                  | lly, No Lane Closure - # of Da             | ys: Permanent En            | croachment (Y/N):                                                 |  |  |  |  |  |
|                                                  |                                            |                             | Done Call (909) 384-7272                                          |  |  |  |  |  |
| 24 80                                            | ur Notice Required                         | Fhor to work being          | Done Can (909) 364-7272                                           |  |  |  |  |  |
|                                                  |                                            | tractor Information (Please | Print):                                                           |  |  |  |  |  |
| Company Name and Address:                        |                                            |                             |                                                                   |  |  |  |  |  |
| Co. Phone #                                      |                                            |                             | Contact Ph #:                                                     |  |  |  |  |  |
|                                                  |                                            |                             | ss & Exp Date:                                                    |  |  |  |  |  |
| General Liability in                             | ns co:                                     | _GL Policy #:               | GL Policy Exp Date:                                               |  |  |  |  |  |
| Applicant Name (Plaase Brint):                   |                                            |                             |                                                                   |  |  |  |  |  |
| , applicant nume (                               | Applicant Name (Please Print):             |                             |                                                                   |  |  |  |  |  |
| Office Use Only: ( Do not Write Below This Line) |                                            |                             |                                                                   |  |  |  |  |  |
|                                                  |                                            |                             |                                                                   |  |  |  |  |  |
| Data                                             |                                            | rmit #                      | On / Off Site Dermit #                                            |  |  |  |  |  |
| Date:                                            | KOW Per                                    | rmit #                      | On / Off-Site Permit #                                            |  |  |  |  |  |

## SPECIAL PROVISIONS

- 1. It shall remain the responsibility of Omnibus to operate and maintain the improvements in perpetuity once construction activities have been completed. Omnibus shall notify the District in advance and provide appropriate (proof of) insurance as well as any other necessary approvals prior to performing maintenance activities on such improvements within District right-of-way.
- 2. The San Bernardino County Flood Control District has entered into an Agreement (Agreement 20-44) with Omnibus for the operation and maintenance responsibilities of the bus landing boarding pad. The Agreement is made a part of this Permit by reference. Should any discrepancies between this permit and the Agreement arise, the Agreement shall govern.

## STANDARD PROVISIONS

- 1. This Permit shall become effective upon the "Permit Issued" date shown on Page 1 of this Permit. All Permit provisions and all applicable fees (i.e. review fees, inspection fees, monthly land use fees, etc.) for the Permit shall commence or become enforceable upon the Permit Issued date, regardless of the Permittee's actual commencement of activity within District right-of-way. Signature by the Permittee or Permittee's Authorized Agent on Page 1 of this Permit shall indicate the Permittee's agreement to assume all responsibility and to adhere to the Permit terms and fees from the date of Permit issuance.
- All structural concrete shall be 660-A-4000 in all inverts and 660-B-4000 for all walls, including wingwalls and headwalls. All concrete shall conform to Section 201-1 of the Standard Specification for Public Works Construction, latest edition, unless otherwise approved by the District.
- 3. Concrete for rock structures, bottom controls, and splash pads shall be 560-B or C-3250. All concrete shall conform to Section 201-1 of the Standard Specifications for Public Works Construction, latest edition, unless otherwise approved by the District.
- 4. Concrete mix designs shall be submitted to the District for review and approval at least 72 hours prior to concrete placement within District right-of-way.
- 5. All reinforcing steel shall conform to the requirements of ASTM A-615 and shall be Grade 60.
- 6. No shotcrete or gunite concrete placement will be allowed within existing or future District right-ofway. All concrete structures shall be cast-in-place.

## **GENERAL PROVISIONS**

1. It shall be the responsibility of the Permittee to adhere to all applicable Federal, State and local laws and regulatory requirements. The Permittee shall comply with the District's Stormwater Ordinance 3588 and all applicable National Pollutant Discharge Elimination System (NPDES) requirements to reduce or eliminate pollution of stormwater discharges into waters of the United States. In this regard, the Permittee shall utilize Best Management Practices (BMPs) in the construction and subsequent operation of the permitted activity to prevent any pollutants (including sediment) from being discharged into any storm drain and/or channel systems.

The following items must also be adhered to:

• Appropriate BMPs should be utilized during all phases of work.