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

# NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

#### PHELAN ROAD

Beekley Road to Baldy Mesa Road (Phase1)

LENGTH: 8 miles
WORK ORDER: H15269
AREA: Phelan Area
ROAD NO.: 651850-010, 651850-013

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

- California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2018, 2022 & 2023 (Latest revisions), unless specified otherwise in these Special Provisions.
- 3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

# SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

-- TRANSPORTATION --



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

#### PHELAN ROAD

Beekley Road to Baldy Mesa Road (Phase1)

LENGTH: 8 miles
WORK ORDER: H15269
AREA: Phelan Area
ROAD NO.: 651850-010, 651850-013

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

	7/3/24
Noel Castillo, P.E. Director of Public Works	Date:
Perrata Pelait	07/03/2024
Mervat Mikhail, P.E. Deputy Director of Public V	Vorks Date:

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

Chris Nguyen, P.E.
Design Division Engineering Manager Date:



7/1/2024

Anthony Pham, P.E.

Traffic Division Engineering Manager Date:

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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 3<sup>rd</sup> Street San Bernardino. CA 92415-0835

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

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

PHELAN ROAD
Beekley Road to Baldy Mesa Road (Phase1)

**LENGTH:** 8 miles **W.O.:** H15269 **AREA:** Phelan Area

**ROAD NO.:** 651850-010, 651850-013

The work, in general, consists of milling; pulverize; rubberized chip seal; overlay; ADA ramps update; stripping and traffic signal installation and doing other work appurtenant thereto.

This project requires a **Class A or C12** contractor's license issued by the California Contractors State Licensing Board. The Contractor must maintain this license from contract award through contract acceptance. All contractors, including any out-of-state contractors/subcontractors, must comply with all applicable laws and regulations of the State of California at the time of bid and award.

#### SPECIAL NOTICE

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

Contractor's attention is directed to the Brown Pages entitled, "SECTION A SPECIAL CONDITIONS," elsewhere in these special provisions.

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

\*

A non-mandatory pre-bid meeting is scheduled for: 10:00 A.M., WEDNESDAY, FEBRUARY 24, 2025

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:

- California Department of Transportation (Caltrans) 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
- 2. Caltrans Standard Plans dated 2018, 2022 & 2023 (Latest revisions), unless specified otherwise in these Special Provisions.
- Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

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

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

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

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

**QUESTIONS:** Bidders must submit all questions in writing, by e-pro, mail, or e-mail. The deadline for bidder questions is **12:00 P.M.** on **Friday, February 22, 2025.** 

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

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

**ePRO**: Attention is directed to Section 2, "Proposal Requirements and Conditions" regarding the County of San Bernardino's Electronic Procurement Network (ePro) system. THIS SYSTEM

**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 (<a href="https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>). 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: <a href="https://www.wdol.gov/">https://www.wdol.gov/</a>.

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

the Special Provisions for the project.

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

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

As provided in Labor Code section 1771.1:

- (a) A contractor or subcontractor shall not be qualified to bid 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/.

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

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

**BUILD AMERICA BUY AMERICA (BABA):** This project is subject to the <u>Build America Buy 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:

### SAN BERNARDINO COUNTY SPECIAL PROVISIONS FOR CONSTRUCTION ON

## PHELAN ROAD Beekley Road to Baldy Mesa Road (Phase1)

#### Federal-aid Project:

LENGTH: 8 miles
WORK ORDER: H15269
AREA: Phelan Area
ROAD NO.: 651850-010, 651850-013

#### ORGANIZATION

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

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

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

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# DIVISION I GENERAL PROVISIONS 1 GENERAL

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

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

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

The work embraced herein shall be done in accordance with:

- The Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions (collectively referred to as "the Standard Specifications"); and
- 2) Caltrans Standard Plans dated 2018, 2022 & 2023 (Latest revisions), unless specified otherwise in these Special Provisions.
- 3) Project Plans and these Special Provisions; and
- 4) The Contract; and
- 5) All other documents identified in the Contract.

Both the Standard Specifications and the Standard Plans are published by the State of California, Department of Transportation (Caltrans) and may be reviewed at the following website: 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, "Glossary":

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

- 1. Department The San Bernardino County.
- 2. Office Engineer, Engineer or Director The Director of the Department of Public Works acting either directly or through properly authorized agents, engineer, assistants, inspectors and superintendents acting severally within the scope of the particular duties delegated to them.
- 3. Attorney General -- The San Bernardino County Board of Supervisors.
- 4. Laboratory -- Any laboratory authorized by the Department of Public Works to test materials and work involved in the contract.
- Liquidated Damages -- In accordance with Section 8-1.10 of the Standard Specifications, the amount prescribed in Section 8 of the Special Provisions to be paid to the County pursuant to the indicated conditions.
- 6. Engineer's Estimate The lists of estimated quantities of work to be performed as contained in the contract documents.
- 7. State The San Bernardino County.
- 8. Awarding Authority 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 table:

Holidays		
Holiday	Date observed	
Every Sunday	Every Sunday	
New Year's Day	January 1st	
Birthday of Martin Luther King, Jr.	3rd Monday in January	
Washington's Birthday	3rd Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4th	
Juneteenth	June 19th	
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. Any bid 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.

#### 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 (<a href="https://epro.sbcounty.gov/">https://epro.sbcounty.gov/</a>) 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
- Work order number
- Viewing date
- 4. Contact information, including telephone number

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

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

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

#### 2-1.10 SUBCONTRACTOR LIST

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

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

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

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

#### Add the following paragraphs to section 2-1.12A, "General,":

This project is subject to Title 49, CFR Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the County requires the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with Federal Funds. DBEs and other small businesses are strongly encouraged to participate in the performance of contracts financed in whole or in part with Federal Funds. The Contractor, subrecipient, or subcontractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work, and should take all necessary and reasonable steps for this assurance. Additionally, the Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Bidders shall be fully informed in respect to the requirements of the DBE Program, and as such, the DBE Program requirements are incorporated herein by this reference. Attention is directed to 49 CFR 26, which is included in its entirety as an attachment to these Special Provisions (Yellow Pages). Bidders are responsible for reviewing 49 CFR 26 in its entirety. Good faith effort submittals will be evaluated for adequacy based on the requirements stipulated in 49 CFR 26 and the guidelines listed in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), as well as what is stated in these Special Provisions. Attention is further directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company; bidders should keep this in mind when considering whether or not to make work available to DBEs.
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest;
- D. Count expenditures to a DBE prime or subcontractor toward DBE goals only if the DBE is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (c).

- E. Count expenditures to a DBE trucking company towards DBE goals only if the trucking company is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (d).
- F. Count expenditures to a DBE vendor of materials or supplies towards DBE goals only if the vendor meets the criteria listed in 49 CFR 26.55, paragraph (e).
- G. DBEs must be certified by the California Unified Certification Program (CUCP). The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification at 1-916-324-1700 for assistance.

Access the CUCP database from the Caltrans, Civil Rights, Business Enterprise Program web site at: https://caltrans.dbesystem.com/

- Click on the link titled <u>Search Directory of CUCP DBE</u> Certified Firms
- Click on the link titled Search for Certified Firms
- Searches can be performed using one or more criteria
- Follow instructions on the screen. It is recommended that you do the following: (1) You must select at least one certification type. (2) You can also search by a variety of other fields which are listed on the "Certified Vendor Directory". (3) Select the Search or Download Entire Directory.
- H. If you do not have Internet access, please contact Caltrans Office of Civil Rights at 1-916-324-1700 and/or email address <a href="mailto:DBE.Certification@dot.ca.gov">DBE.Certification@dot.ca.gov</a>, 1823 14th Street, Sacramento, CA 95811.

#### **DBE Commitment Submittal**

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contract), Exhibit 15-G" form (from Chapter 15 of the Caltrans Local Assistance Procedures Manual) included in the Bid Proposal Package. If this form is not submitted with the bid, remove the form from the Bid proposal before submitting your bid.

If Exhibit 15-G is not submitted with the bid, the apparent low bidder, the 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> low bidder must complete and submit Exhibit 15-G to the County. Exhibit 15-G must be received by the County no later than 4:00 p.m. on the 5<sup>th</sup> calendar day after the bid opening.

Other bidders are not required to submit Exhibit 15-G unless the County requests it. If the County requests you to submit Exhibit 15-G, you must submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with Exhibit 15-G. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the County encourages bidders to submit a copy of the joint venture agreement.

If you do not submit Exhibit 15-G within the specified time, the County finds your bid nonresponsive.

#### **Good Faith Efforts Submittal:**

If you have not met the DBE goal, you are required to complete and submit a good faith effort submittal, in accordance with 49 CFR 26, the attached Exhibit 15-H form ("DBE Information - Good Faith Efforts", from Chapter 15 of the Caltrans Local Assistance Procedures Manual) and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts (in the Yellow Pages), with the bid showing that you made adequate good faith efforts to meet the goal. This documentation is included in the Bid Proposal Package. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 5<sup>th</sup> calendar day after bid opening.

If Exhibit 15-G shows that you have met the DBE goal, or if you are required to submit Exhibit 15-G, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met. ANY BIDDER THAT SUBMITS ONLY A COMPLETED EXHIBIT 15-G, WITHOUT ALSO SUBMITTING GOOD FAITH EFFORTS DOCUMENTATION WITHIN THE SPECIFIED TIME FRAME, WILL BE CONSIDERED TO BE NON-RESPONSIVE. This is regardless of whether or not Exhibit 15-G states that the DBE goal has been met.

Good faith efforts documentation must include the following information, as listed in Exhibit 15-H, and supporting documentation, as necessary:

- A. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- B. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- C. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- D. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
- E. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- F. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- G. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and

equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

Good faith effort submittals will be evaluated for adequacy based on what is listed above and the requirements stipulated in 49 CFR 26, as well as the guidance provided in Appendix A to Part 26 – Guidance Concerning Good Faith Efforts. Both 49 CFR 26 and Appendix A to Part 26 – Guidance Concerning Good Faith Efforts are included in the Yellow Pages attachment to these Special Provisions. Failure to include supporting documentation of the good faith effort, in accordance with what is stated above, will result in a finding that the Good Faith Effort was not adequate. The County may consider the DBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> low bidders when determining whether the apparent low bidder made adequate good faith efforts to meet the DBE goal.

#### NON-RESPONSIVENESS OF BID OR PROPOSAL

WHEN APPLICABLE, BIDDERS FAILING TO MEET THE GOALS OR MAKE ADEQUATE GOOD FAITH EFFORTS WILL BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR CONTRACT AWARD. AFTER REVIEW OF THE FACTS RESULTING IN A RECOMMENDATION TO REJECT A BIDDER AS NON-RESPONSIVE PURSUANT TO THIS PROVISION, THE DEPARTMENT DBE PROGRAM COORDINATOR SHALL PROVIDE WRITTEN DETERMINATION OF BIDDER'S NON-RESPONSIVENESS. ANY PROTEST OR APPEAL REGARDING THIS DECISION SHALL BE MADE IN ACCORDANCE WITH THE SUBPARAGRAPH ENTITLED "ADMINISTRATIVE RECONSIDERATION" OF THIS SECTION.

#### **FALSE CLAIMS OR REPRESENTATIONS**

Bidders making misrepresentations, false claims, intentionally making an untrue statement or violating any policy or regulation of County DBE Program criteria, shall not be allowed to bid or make proposal on any future County contracts for a period of two (2) years and shall be taken off the County's bidder's list.

#### SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the Bidder's List of Subcontractors (Exhibit 12-B, from Chapter 12 of the Caltrans Local Assistance Procedures Manual) and Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) forms, unless you receive authorization for a substitution.

The County requests the Contractor to:

- 1. Notify the Engineer of any changes to its anticipated DBE participation
- 2. Provide this notification before starting the affected work.

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor

- 2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
- 3. Date of payment and total amount paid to each business.

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15<sup>th</sup> of each month, submit a Monthly DBE Trucking Verification form CEM-2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual).

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a DBE Certification Status Change, Exhibit 17-O, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form (from Chapter 17 of the Caltrans Local Assistance Procedures Manual). Submit it within 90 days of contract acceptance. The County will withhold \$10,000 until the form is submitted. The County releases the withheld amount upon submission of the completed form.

#### PERFORMANCE OF SUBCONTRACTORS / DBEs

DBEs must perform work or supply materials as listed in the "Local Agency Bidder-DBE Commitment (Construction Contract) form, Exhibit 15-G, included in the bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if such request shows any of the following justifications:

- 1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
- 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
- 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
- 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7. Listed DBE becomes bankrupt or insolvent.
- 8. Listed DBE voluntarily withdraws with written notice from the Contract.
- 9. Listed DBE is ineligible to receive credit for the type of work required.
- 10. Listed DBE owner dies or becomes disabled, resulting in the inability to perform the work on the Contract.

11. The County determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the County of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

- 1. One (1) or more of the reasons listed in the preceding paragraph
- 2. Notices from you to the DBE regarding the request
- 3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on Exhibit 15-G, unless it is performed or supplied by the listed DBE or an authorized substitute.

#### **DBE RECORDS AND CONTRACT AUDITS**

All County contracts, agreements, and purchase orders shall contain the following clause: Contractor agrees that County has the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide County with any relevant information requested and shall permit County access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor shall maintain records for a period of at least three (3) years after final payment under the contract.

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors", Form CEM 2402F, Exhibit 17-F, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory Exhibit 17-F is submitted to the Contract Manager.
  - Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the

Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification", Form CEM 2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual), provided to the Contractor by the County's Contract Manager.

#### **ADMINISTRATIVE RECONSIDERATION**

All protests regarding determination of non-responsiveness and/or bid rejections shall be first reviewed by the Department DBE Program Coordinator. If that individual affirms the determination and/or rejection, and the DBE Liaison Officer (Division Chief, Contracts Division), as well as the Reconsideration Official concurs with the determination and/or rejection, an appeal may be made to the County Board.

Within 10 days of being informed by the San Bernardino County that the bid is not responsive because it has not sufficiently documented adequate good faith efforts in attempting to achieve the DBE goal, a bidder may request an administrative reconsideration. This request should be made in writing to the Reconsideration Official or.

Mr. Noel Castillo, P.E., Director
San Bernardino County Department of Public Works
825 E. Third Street Room 101
San Bernardino, CA 92415-0835
Telephone: (909) 387-7906

#### **DBE CERTIFICATION**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" form, Form CEM 2403(F) (Exhibit 17-O, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), indicating the DBEs' existing certification status, shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### **Additional DBE Requirements:**

Under 49 CFR 26.13(b):

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

Contractor shall:

- A. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.
- B. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.
- C. Meet the DBE goal shown elsewhere in these special provisions or demonstrate that Contractor made adequate good faith efforts to meet this goal.

It is Contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: <a href="http://www.dot.ca.gov/hq/bep/find">http://www.dot.ca.gov/hq/bep/find</a> certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies Contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

Contractor receives credit towards the goal if Contractor employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

#### Replace the 7th paragraph of section 2-1.12B(1), "General" with:

All DBE participation will count toward Caltrans federally-mandated statewide overall DBE goal.

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":

#### **ePRO**

Bids must be received by the designated date and time. An electronic bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/. 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.

#### FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

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

#### 2-1.34 PROPOSAL GUARANTY

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

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

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

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

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

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

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

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

<u>Bidders that fail to include an executed Noncollusion Declaration shall be considered</u> 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.

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.

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

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

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

#### 3-1.05 CONTRACT BONDS

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

Delete section 3-1.07, "INSURANCE POLICIES."

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

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

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

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

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

The contract, along with the performance and payment bonds, copies of insurance policies, certificates of insurance, documents to verify any self-insurance coverage, and any other requested documents, shall be filled out appropriately and signed by the successful bidder and

returned within <u>10 days</u> (excluding Saturday, Sunday and holidays) after receiving those documents for execution.

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

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

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

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

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

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

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

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

#### 3-1.21 CONFLICT OF INTEREST

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

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

#### 3-1.22 FORMER COUNTY OFFICIALS

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

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

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

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

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

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

#### TITLE VI ASSURANCES

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

- (1) Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to in this section as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: Contractor, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or the United States Department of Transportation Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

In accordance with Public Contract Code section 2204(a), 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 3-1.26, "RUSSIAN SANCTION/EXECUTIVE ORDER N-6-22," which reads:

# 3-1.26 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 Ukraine (https://home.treasury.gov/policy-issues/financialsanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), well as any sanctions imposed under state law (https://www.dgs.ca.gov/QLS/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 milling; pulverize; rubberized chip seal; overlay; ADA ramps update; stripping and traffic signal installation and doing other work appurtenant thereto.

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

### 4-1.06A General

### a. Differing Site Conditions

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

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

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

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

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

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

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

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

Delete section 4-1.07, "VALUE ENGINEERING."

5 CONTROL OF WORK

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

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

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

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

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

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

### 5-1.12 ASSIGNMENT

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

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

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

Contractor must comply with section 5-1.13, "Subcontracting," of the Standard Specifications, Section 2, "Bidding" of these Special Provisions and Section 3, "Contract Award And Execution, 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 5-1.13C, "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: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

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

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

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

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

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

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

### **AGENCY CONTACTS**

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

AGENCY	CONTACT	ADDRESS / PHONE / CELL
Frontier Communications	Name	Address
	Email address	Phone Numbers
		Emergency: (800) 921-8101
Sheep Creek Water Company		
Southern California Edison	Name	Address
	Email address	Phone Numbers
		Emergency: (800) 611-1911
Southern California Gas	Name	Address
	Email Address	Phone Numbers
		Emergency: (800) 427-2200
Southern California Gas	Saul Rubalcava	Chatsworth, CA
Company – Transmission	SRubalc1@socalgas.com	(213) 231-5986
Sprint	Jeff York	(213) 943-9831 (office)
	jvork@cogentco.com	(949) 773-6227 (cell)

The initial written utility notification and preliminary plans were sent to utility agencies on June 28, 2022 and contact has continued at various times since.

### **UTILITY RELOCATIONS**

The following utilities will be relocated:

<u>AGENCY</u>	APPROXIMATE LOCATION	<u>DETAILS</u>
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:

<u>AGENCY</u>	APPROXIMATE LOCATION	<u>DETAILS</u>	
	•	•	
	•	•	
Kinder Morgan	Baldy Mesa Road – 8-14"     petroleum line, west of     centerline, crossing Phelan     Road	Contractor to locate and protect in place	
Lumen	Phelan Road – underground line, along Union Pacific Railroad, crossing Phelan Road between White Road and Sunny Vista Road and between Lilac Road and Bellflower Street (Phase II limits)	Contractor to locate and protect in place	
MCI (Verizon Business)	Baldy Mesa Road – underground line, east of centerline, crossing Phelan Road	Contractor to locate     and protect in place	
Sheep Creek Water Company	<ul> <li>Phelan Road – 4-8"         waterlines, from Lebec Road to         Campanula Road, both sides of         centerline, with crossings at         various locations</li> </ul>	<ul> <li>Contractor to locate and protect in place</li> <li>Contractor to adjust valve cans to grade, if adjustable</li> </ul>	
Southern California Gas Company – Transmission	Baldy Mesa Road – 36" high pressure gas transmission line, east of centerline, crossing Phelan Road	Contractor to locate     and protect in place	
Sprint	Baldy Mesa Road – transcontinental fiber optic facilities, crossing from east of centerline to west of centerline at Phelan Road	Contractor to locate and protect in place	

## **HIGH RISK UTILITIES**

The following utility facilities are "HIGH RISK" facilities:

<u>A</u>	GENCY		LOCATION		DESCRIPTION	
Southern	California	Gas	•	Baldy Mesa Road – east of	•	36" high pressure gas

Company – Transmission	centerline, crossing Phelan	transmission line
	Road	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.
- 5. Throughout the project, <u>utility poles</u>, <u>fire hydrants</u>, <u>water meters</u>, <u>gas meters</u>, <u>water valves and gas valves</u> will be located in the construction area. If applicable, the Contractor shall perform his grading operations around these and construct embankment using pneumatic tampers to achieve the required compaction.
- 6. The Contractor shall protect existing manholes in place and costs therefor shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor's responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.
- 7. The Contractor shall protect existing valve cans in place and raise those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over

Contractor shall provide utility window(s) as detailed in the Relocation Table in this section. Multiple utility windows may occur consecutively or concurrently. Days on which the Contractor's controlling operation(s) are suspended due to activities in compliance with providing utility window(s) shall be considered as "non-working" days, in accordance with the fourth paragraph of Section 8-1.06, "Suspension." These "non-working" days will be recorded

by the Engineer on Weekly Statements of Working Days as "Non-Working Day, Other." The provisions of Section 8-1.10, "Liquidated Damages," shall not apply to delays caused and covered by the utility window(s) identified in this section. The costs associated with providing utility windows including, but not limited to, overhead, maintaining BMPs and traffic control will be borne solely by the Contractor.

The Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during any relocations of buried utilities during construction.

Surplus removed materials shall be disposed of outside the highway right-of-way in accordance with section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Attention is directed to prevailing wage provisions pertaining to hauling "trash" and/or "recyclable" materials.

Full compensation for conforming to the requirements of this section, not otherwise provided for, including furnishing all labor, materials, tools, equipment and incidentals, 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 anticipated work within the scope of the project.

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

Replace section 5-1.43E, "Alternative Dispute Resolution," with the following: 5-1.43E Dispute Resolution for Claims subject to Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and/or 20104.6.

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

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

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

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

### 5-1.43G Civil Action

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

### **Risk Management Division**

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

### San Bernardino, California 92415-0016

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

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

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

### 

### **6 CONTROL OF MATERIALS**

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

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

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

All materials required to complete the work under this contract shall be furnished by the Contractor. The Department uses a Quality Assurance Program (QAP) to ensure 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 - 12801281 Series with Reflexite PC-1000 Sheeting

### STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT

Permanent traffic striping and pavement marking tape:

Brite-Line Series 1000

Swarco Industries "Director"

3M Stamark Brand Pliant Polymer Grade Series 5730

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

Temporary removable construction grade striping and pavement marking tape:

Advanced Traffic Marking ATM Series 200

3M Stamark Brand, Detour Grade, Series 5710

Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape:

3M Scotch Lane Brand Construction Grade, Series 5160

### **ROADSIDE DELINEATORS**

One-piece drivable flexible type (48")

All West Plastics "Flexi-Guide 400"

Carsonite Curve-Flex CFRM-400

Carsonite Roadmarker CRM-375

FlexStake H-D

Polyform, Inc., "Vista-Flex"

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

Carsonite "Impactor" with 18" soil anchor

Carsonite "Survivor" with 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)

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 XI

### Warning Signs (Exclude School Signs):

T6501, ASTM D 4956-01, Type IV.

### School Warning Signs:

FYG, ASTM D 4956-01, Type IX.

### Guide Signs:

T6501, ASTM **D** 4956-01, Type IV.

### **Construction Signs:**

FDG, ASTM D 4956-01, Type IX.

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

ASTM D 4956-01, Type II

### Signs Utilizing Engineering Grade:

ASTM D 4956-01, Type I

### **SIGNING MATERIALS LEGEND:**

ASTM = American Standard for Testing Materials

DG = Diamond Grade

LDP = Long Distance Performance

FDG = Fluorescent Diamond Grade

FYG = Fluorescent Yellow Green

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

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

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

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

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

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

Pursuant to section 1773 of the Labor Code, the general prevailing rates of wages in the San Bernardino County have been determined and are listed in the State of California Department 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. 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: <a href="https://www.wdol.gov/">https://www.wdol.gov/</a>.

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

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

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

### As provided in Labor Code section 1771.1:

- (a) A contractor or subcontractor shall not be qualified to bid 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: <a href="http://www.dir.ca.gov/">http://www.dir.ca.gov/</a>.

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

Keep accurate payroll records.

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

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

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

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

- 2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
- 3. Wage rates paid are at least those required by the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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
  - Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 3. Storage areas: When material or equipment is stored within 12 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
- 4. Height differentials: When construction operations create a height differential greater than 1 foot within 15 feet of the edge of traffic lane

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

Do not move or temporarily suspend anything over pedestrians unless the pedestrians are protected. The Contractor must furnish, erect and maintain those fences, Type K temporary

railing, barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor must provide detours for pedestrian travel. A drawing of the proposed pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area must be submitted to the Engineer as part of the Traffic Control Plan as specified in the Traffic Control System section of these Special Provisions.

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

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

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

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

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

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

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

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

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

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

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

### 7-1.05A General

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

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

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

expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

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

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

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

### Replace section 7-1.06 with:

### 7-1.06 INSURANCE

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 non-contributory with any insurance or self-insurance programs carried or administered by the County or any other entities named herein.

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

<u>Proof of Coverage</u> – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of 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/.

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

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

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."

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

### 7-1.11C Female and Minority Goals

See section 2-1.12 of these Special Provisions.

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### 8 PROGRESS SCHEDULE

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

#### 8-1.02 PROGRESS SCHEDULE

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

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

## Replace 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. Approved baseline progress schedule to be provided at least 5 working days prior to construction
- Approved Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
- 3. Approved Fire Safety Plan
- 4. Approved Notice to Residents, in English and Spanish
- 5. Approved Notice of Materials to be Used

- 6. Approved Subcontracting Request
- 7. Approved Staging Area
- 8. Approved Storm Water Pollution Prevention Plan (SWPPP)
- 9. All required environmental submittals
- 10. Approved Traffic Control Plan.
- 11. Valid proof of approved permits, including Encroachment permit from the City, if applicable
- 12. List of personnel assigned to the project
- 13. Emergency contact list
- 14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique ID number for each piece of equipment, which will be stenciled on each piece of equipment.
- 15. Approved Dewatering Plan, prepared by a licensed Professional Civil Engineer.
- 16. Any other pre-construction submittals deemed necessary by the Engineer.

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

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

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

### 8-1.04B Standard Start

After the pre-construction conference and prior to construction, the Engineer will issue the Notice to Proceed with Construction to the Contractor. The Contractor shall begin construction work within 15 days (excluding Saturdays, Sundays, and holidays) after Engineer's issuance of the Notice to Proceed with Construction. Issuance of the Notice to Proceed with Construction is at the sole discretion of the County. The First Working Day Designated will be the date of the Notice to Proceed with Construction or the date of beginning construction work, whichever is later. In no case will the First Working Day Designated be later than 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

### ONE HUNDRED AND TEN (110) WORKING DAYS

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with

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

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

#### 8-1.10A General

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

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

The Contractor shall pay the County the sum of

### NINTY-FIVE HUNDRED DOLLARS (\$9,500) PER DAY

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

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### 9 PAYMENT

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

## 9-1.02C Final Pay Items

When an item of work is designated as (F) or (S-F) in the Bid Sheet, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, for the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-7.01D, "Payment." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

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

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

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

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

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

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

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

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

Therefore, the County shall hold retainage from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

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

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

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

20104.50.

- (a)(1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern. (2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.
- (b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
- (c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:
- (1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- (d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision €.
- (e) For purposes of this article:
- (1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.
- (2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.
- (3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

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

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

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

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

Delete section 9-1.16F, "Retentions."

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

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

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

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

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

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

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

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

# Delete section 9-1.17D(2)(a), "General." Replace the 6th paragraph in section 9-1.17D(3) with:

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

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

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

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

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### **DIVISION II - GENERAL CONSTRUCTION**

### **10-1.01 ORDER OF WORK**

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

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

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

**Third Order of Work –** The Contractor is responsible for determining, verifying, and taking all necessary measurements and photos of all existing damaged sidewalk, prior to its removal. The purpose for measurements and photos of the above-mentioned is to establish a record of which shall be used for archiving, construction of ramps, reconstruction of sidewalk, curb and gutter and driveway in accordance with the Standard Specification, these Special Provisions and as directed by the Engineer. Photos/videos shall also be taken to document all existing road conditions and existing facilities. This is a requirement to record the pre-construction conditions.

Attention is directed to the following sections: "Supplemental Work (Unforeseen Utility or Differing Site Conditions), "The Americans Disability Act (ADA) Requirements", Public Safety, Portable Changeable Message Signs, Traffic Control System and "AsBuilt Drawings A88A and A87A and Miscellaneous References" elsewhere in these Special Provisions.

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

Attention is directed to Section "TRAFFIC CONTROL SYSTEM (2015 CALTRANS STANDARD SPECIFICATION)" of these special provisions.

Attention is directed to Section "PERMITS AND AGREEMENTS" of these Special Provisions.

**Fourth Order of Work –** The Contractor shall post advance notice signs for sidewalk closures at least three (3) days prior to the closure dates at ramp closure locations as stipulated in the Special Conditions of the Traffic Control System section elsewhere in these Special Provisions. Signs shall advise pedestrians of anticipated closure dates. Contractor shall provide safe alternate pedestrian travel routes during ramp closures.

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

**Fifth Order of Work –** The contractor shall submit a Construction Phasing Plan for the entire project limits, detailing the proposed construction and staging for approval by the Engineer at least two weeks (10 working days) prior to the start of construction. The construction phasing plan must include crack sealing/filling activities if needed on the project, this plan should include materials, submittals, price per LF and also duration of activity.

**Sixth Order of Work –** The Contractor shall submit for approval their Quality Control Plan which outlines the testing for the entire project and must include a paving plan which outlines the equipment used, Construction Phasing Plan as well as testing in the field and at the plant. The Quality Control Plan must conform to the Caltrans 2015 Standard Specifications and the County QAP as well as any additional requirements ordered by the Engineer. The price paid for Quality Control Program shall be included within bid item #19 – Rubberized Asphalt Concrete (Type G) and shall include the furnishing of these plans, services, equipment and work.

**Seventh Order of Work:** The Contractor shall submit for approval their Quality Control Plan (QCP) which outlines the testing for the entire project and must include a Paving Plan which outlines the equipment used. The QCP must conform to the latest Caltrans Standard Specifications and the County Quality Assurance Plan (QAP) as well as any additional requirements by the Engineer.

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

#### 10-1.02 PUBLIC SAFETY

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

The Contractor shall furnish, erect, and maintain those fences, temporary railing (Type K), barricades, lights, signs, and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who

travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

When applicable, the California MUTCD latest edition Figure 6H-28 "Sidewalk Detour or Diversion" Typical Application 28 and Figure 6H-29" Crosswalk Closures and Pedestrian Detours" Typical Application 29 as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan.

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

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

- 1) Excavations The near edge of the excavation is 15 feet or less from the edge of the lane, except:
  - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
  - b) Excavations less than 1 foot deep.
  - c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
  - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical: horizontal)
  - f) Excavations protected by existing barrier or railing.
  - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15.33 feet from the edge of the traffic lane open to

public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of

the traffic lane. If the 15.33 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 10-1.03 EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The contract unit price paid for Adjust Water Valve To Grade shall include furnishing for all labor, tools, equipment and incidentals for adjusting water valve to grade, complete in place, and shall be considered as included in the **various contract items of work** and no other compensation is allowed therefor.

## 10-1.04 SUPPEMENTAL WORK AT FORCE ACCOUNT (UNFORESEEN DIFFERING SITE CONDITIONS AND UTILITY CONFLICT)

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

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

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

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

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

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

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

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

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing costs, other work or labor, materials, tools, equipment, and incidentals, not otherwise provided for, shall be considered as included in the prices paid for "Supplemental Work At Force Account (Unforeseen Differing Site Conditions and Utility Conflict)", and no additional compensation will be allowed therefor.

#### 10-1.05 WATER POLLUTION CONTROL PROGRAM (WPCP)

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

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

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

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

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

**Prepare Water Pollution Control Program** will be paid as percentage of total **Lump Sum (LS)** item based on development and approval of the WPCP (15%), weekly inspections reports (70% divided by number of weeks of project), and final documentation submittal (15%).

Payment will be withheld for failure to submit weekly inspection forms and will not be retro-paid when submitted.

#### 10-1.06 MOBILIZATION

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

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

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

#### 10-1.07 TRAFFIC CONTROL SYSTEM

#### A. GENERAL:

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

The requirements of this section, titled "General" shall apply to all projects except as modified below in Section B," Special Conditions", or as otherwise approved by the Engineer. Construction that interferes with public traffic shall be performed only between 7:00 A.M., and 4:00 P.M., except that which is required under Sections 7-1.03, "Public Convenience", and 7-1.04, "Public Safety", of the Standard Specifications, as modified below in section B, or as approved by the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

If any component in the traffic control system is displaced or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately

repair said component to its original condition or replace said component and shall restore the component to its original location.

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

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

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

#### I. During Construction Activities

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

In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted. The Contractor shall coordinate operating hours for construction activities jointly with the Engineer and Excelsior Charter School, Phelan Elementary School, Mojave River Academy, and Heritage School affected schools. The point of contact for the schools can be found in the Section 10-1.31 "Coordination" elsewhere in these Special Provisions.

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

Throughout the project area, 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. The Contractor shall provide one 11-foot graded and compacted or paved turn lane at the signalized intersections during construction.

For multi lane sections of road, 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.

**Pedestrian Safety:** The Contractor shall provide passage for pedestrians through construction areas or provide a detour where applicable. Work that interferes with existing ramps or crosswalks at intersections shall be conducted to minimize impacts to pedestrian traffic.

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

#### II. During Non-construction activities

Throughout the project area, 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 Contractor shall provide one 11-foot graded and compacted or paved turn lane at the signalized intersections during non-construction activities.

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.

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

The contract lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the 2015 Standard Specifications and these Special Provisions. Full compensations for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing/installing, maintaining, relocating as necessary, removing and disposing of Advance Warning signs, including payment for permits, is included in the contract price paid for **Traffic Control System**, and no additional compensation will be allowed therefore.

Full compensation for conforming to the requirements of these Special Provisions and those in Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the 2015 Standard Specifications, including furnishing all labor, materials (including all traffic control components), tools, equipment, and incidentals, shall be considered as included in the contract price paid for **Traffic Control System**, and no additional compensation will be allowed therefore.

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

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

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

The adjustment provisions in Section 4-1.05, "Changes and Extra Work", of the 2015 Standard Specifications, shall not apply to the item of Traffic Control System. Adjustments in compensation for traffic control components ordered by the Engineer beyond those called for in the referenced standards will be made as provided in Section 9-1.04, "Force Account," of the 2015 Standard Specifications. No adjustment will be made for decreases.

#### <u>10-1.08 PORTABLE CHANGEABLE MESSAGE SIGNS</u>

Portable Changeable Message Signs shall conform to the provisions in Sections 12-3.32 "Portable Changeable Message Signs" of the 2015 Standard Specifications.

This work shall consist of furnishing, placing, maintaining, relocating as necessary, and removing Portable Changeable Message Signs (PCMS). The purpose of the PCMS is to

provide drivers with advanced warning and up to date information on the traffic conditions during construction. Contractor shall coordinate the placement of the PCMSs and the information shown on the boards with the Engineer.

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

- (h) Phelan Road at Beekley Road
- (i) Phelan Road at Johnson Road
- (j) Phelan Road at Caughlin Road
- (k) Phelan Road at Baldy Mesa Road

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

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

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

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

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

PCMS shall be removed at the completion of the project.

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

## 10-1.09 REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS

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

Traffic stripe and pavement marking removal shall be by sandblasting or grinding.

The method of removal of traffic stripes and pavement markings shall result in complete removal to the extent that changing light conditions and/or wet pavement conditions shall not

produce an image of the removed device. The Contractor shall extend grinding or sandblasting, beyond the edges of the stripes or markings being removed, sufficiently to eliminate such imaging. The Contractor has the option of applying a bituminous "fog seal" to supplement removal efforts in order to eliminate "ghost" images. Additional work necessary to achieve the aforesaid effectiveness of removal shall be considered as compensated by the prices paid (in accordance with the applicable provisions for measurement and payment) for **Remove Traffic Stripes and Pavement Markings** and no additional payment will be made therefor. Units of measure for payment for removal of stripes and pavement markings shall be based on the physical dimensions of the device being removed, prior to removal. Removal of temporary traffic delineation shall conform to the procedural provisions of this section, Section 12-6, "Temporary Pavement Delineation," and Section 15, "Existing Highway Facilities," of the Standard Specifications.

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

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

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

The contract price paid in linear feet for **Remove Traffic Stripes** shall include furnishing labor, materials, tools, equipment and incidentals, and for doing all work necessary to remove existing pavement delineation as shown on the plans, necessary to adapt temporary delineation to remaining existing, and as specified in the Standard Specifications and these Special Provisions.

Costs to remove temporary delineation in conjunction with changes in traffic patterns necessary to complete the specified construction shall be considered as included in the **various contract items** related to such work, and no additional payment will be made under Remove Traffic Striping and Remove Pavement Markings.

## 10-1.10 REMOVE ASPHALT CONCRETE SURFACING

This work shall consist of removing existing bituminous surfacing including asphalt concrete dikes and overside drains within the limits shown on the plans and marked in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

Existing bituminous surfacing shown on the plans to be removed approximate 0.85' full depth asphalt. Resulting holes and depressions shall be backfilled to the lines and grades established by the Engineer with native material selected from excavation.

The Contractor shall test Yellow traffic striping and pavement-marking material prior to removal. If the materials contain hazardous materials, appropriate handling and disposal will be required.

The removed surfacing materials shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4), "Contractor-Property Owner Agreement", Section 14-10, "Solid Waste Disposal and

Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Existing asphalt surfacing shall be saw cut to a neat, true line and removed where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

The contract unit price paid per square yard for **Remove Asphalt Concrete Surfacing** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in saw cutting and removing asphalt concrete surfacing and asphalt concrete dikes, including hauling and disposing of surfacing outside the highway right of way or hauling and placing surfacing in embankments, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

#### 10-1.11 PULVERIZE EXISTING ASPHALT CONCRETE

The existing pavement and native material shall be pulverized and blended to full depth reclamation in accordance with these special provisions.

This work shall consist of pulverizing existing pavement surfacing and native material within the limits shown on the plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The existing pavement has been cored at several locations and a summary of the coring operation is tabulated herein below and the average depth is about **0.75**' for the reach of this project. It is the Contractor's responsibility to verify existing depths of pavement and to make their own assumptions of average pavement thickness for bidding purposes. In areas where existing pavement thickness is less than the required depth of pavement and excavation of the sub-grade is necessary, the additional excavation shall be paid for under the item for Roadway Excavation and all its provisions shall apply.

	Distance	Lane	Wheel	Core	Cores Layers	Base or Native	Soil
#	(ft)	1	Track	Thick (ft)	From Top (ft)	Under Core (ft)	Results:
1.	30+00	EB	IWT	0.75'	Layer 1= 0.17' HMA Layer 2= 0.23' HMA	Native	RV = 72 SE = 25
					Layer 3= 0.35'		%200 = 23
2.	87+45	EB	IWT	0.30'	Layer 1= 0.14' Layer 2= 0.16'	Native	N/A
3.	117+5 0	EB	IWT	0.47'	Layer 1= 0.17' Layer 2= 0.16' Layer 3= 0.14'	Native	RV = 79 SE = 31 %200 = 14

				1	1 4 2 22		D) / 70
	147+2	EB	1\4/-	0.50	Layer 1= 0.20'	Base	RV = 73 SE = 23
4.	0	EB	IWT	0.50'	Layer 2= 0.15'	0.60'	
					Layer 3= 0.15' Layer 1= 0.17'		%200 = 21 RV = 72
_	177+5	EB	I\A/T	0.42	•	Paga	
5.	0	EB	IWT	0.42'	Layer 2= 0.13'	Base	SE = 32 %200 = 25
					Layer 3= 0.12'		70200 - 23 RV = 63
	202+5	ГD	I\ A / T	0.50	Layer 1= 0.20'	Base	SE = 16
6.	0	EB	IWT	0.50'	Layer 2= 0.16'	0.37'	
					Layer 3= 0.14'		%200 = 28
	227+5	ED	1\ A / <del>T</del>	0.50	Layer 1= 0.19'	Base	RV = 72
7.	0	EB	IWT	0.50'	Layer 2= 0.15'	0.35'	SE = 20
					Layer 3= 0.16'		%200 = 20
	287+5		I) A :	0.45	Layer 1= 0.18'	Base	RV = 75
8.	0	EB	IWT	0.45'	Layer 2= 0.13'	0.35'	SE = 17
					Layer 3= 0.14'	***	%200 = 26
	357+5	_			Layer 1= 0.19'	Base	RV = 74
9.	0	EB	IWT	0.50'	Layer 2= 0.16'	0.50'	SE = 22
					Layer 3= 0.15'	0.00	%200 = 22
					Layer 1= 0.03'		RV = 73
10.	390+0	EB	IWT	0.49'	Layer 2= 0.19'	Base	SE = 25
10.	0				Layer 3= 0.14'	0.51'	%200 = 24
					Layer 4= 0.13'		
	397+5				Layer 1= 0.17'	Base	RV = 73
11.	0	EB	IWT	0.47'	Layer 2= 0.14'	0.57'	SE = 24
					Layer 3= 0.16'	0.57	%200 = 25
	457+0			-	Layer 1= 0.22'	Base	RV = 70
12.	457+0	EB 🔻	IWT	0.50'	Layer 2= 0.28'		SE = 54
					Layei 2- 0.20	0.50'	%200 = 11
	510 · F				Layer 1= 0.20'	Base	RV = 26
13.	512+5 0	EB	IWT	0.55'	Layer 1= 0.20 Layer 2= 0.35'		SE = 17
					Layer 2- 0.33	0.28'	%200 = 31
	C20 : 5				Lover 1= 0.40 <sup>2</sup>	Base	RV = 29
14.	522+5 0	EB	IWT	0.40'	Layer 1= 0.19'		SE = 27
	0				Layer 2= 0.21'	0.52'	%200 = 16
				i			

The pulverized material shall conform to the following gradation and quality requirements:

## **GRADING REQUIREMENTS**

Percentage Passing
1-1/2" Maximum

Sieve Sizes	Operating Range	Contract Compliance
2"	100	100
1-1/2"	90-100	87-100

#### **QUALITY REQUIREMENTS**

Test	Operating Range	Contract Compliance
Sand Equivalent	25 Min.	22 Min.
Durability Index"		35 Min.

The contract price paid per square yard for **Pulverize Asphalt Concrete Surfacing (1.20' and 1.35')** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in pulverizing, complete in place, as specified in the Standard Specifications and these Special Provisions.

Full compensation for removing, stockpiling, hauling, placing, putting to grade, wetting, compacting, and disposing of the pulverized/native material mix is included in the contract price per cubic yard for **Roadway Excavation** and no additional compensation will be allowed.

#### 10-1.12 RESET ROADSIDE SIGNS

This work, Reset Roadside Signs, shall consist of the relocation of existing roadside signs to maintain communication to public traffic that has existed prior to new construction, and replacement of components of signing facilities consistent with this intent, and shall conform to the provisions of Section 15, "Existing Facilities," Section 82-3, "Roadside Signs," and Section 82-9, "Existing Roadside Signs and Markers," of the Standard Specifications and these Special Provisions.

Relocated signs shall be installed in accordance with the horizontal and vertical dimensions specified on CA MUTCD 2014, Fig 2A-2 (CA) and County Standard Plan 303a, 303b and shall be reset on the same day as removal.

Existing wood posts shall, upon being reset, have two holes drilled, as designated by the Engineer, to create a "breakaway" feature.

The intent is that signs will be relocated as units, including posts and hardware. Should the posts, hardware, or sign panels be determined, by the Engineer, to be unsuitable the following shall apply:

- 1. Sign panels will be furnished by the County and installed by the Contractor at no additional cost to the County.
- 2. Hardware, such as back braces, nuts and bolts, etc. shall be furnished by the Contractor, as incidental to the proposed relocation and no additional payment will be made therefor.
- 3. If existing posts are determined, by the Engineer, to be unusable; new posts meeting the Engineer's specifications shall be furnished and installed by the Contractor. Compensation therefor will be calculated by the Engineer at force account, and added to the payments for **Reset Roadside Sign**, at a proportionate rate.
- 4. Installation of new sign panels (County furnished) onto existing posts or old sign panels onto new posts shall be considered as incidental to the preservation of public safety and convenience, and no payment beyond that calculated by the Engineer for **Reset Roadside Sign** will be made therefor.

The Engineer will determine final location for roadside signs. Any interim, or temporary, positioning of signs necessary to conduct construction without exposing the public to danger or liability, shall be considered to be incidental to the Contractor's operations, and will not be separately compensated.

The contract unit price paid for **Reset Roadside Sign** shall include, subject to the aforesaid exceptions, furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work to relocate existing roadside signs (including but not limited to – stop signs, street name signs, regulatory signs, and bus signs) as necessary for safe construction of the project, and payments therefor will be made in accordance with units counted and documented by the Engineer.

## 10-1.13 ADJUST TO GRADE STORM DRAIN MANHOLE

The CONTRACTOR shall adjust and set utility valve flush with pavement, driveways, curb ramps, and sidewalk at various locations within the project limits. Upon completion of the pavement construction, cut a uniform ring out of the pavement, adjust frame, ring, and cover to finish grade. The CONTRACTOR shall coordinate with the utility owner prior to adjustment or relocations.

The Contractor shall protect existing valve cans in place and adjust those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the County.

The contract unit price paid for **Adjust Frame and Cover to Grade** shall include full compensation for all labor, materials, tools, equipment, and incidentals and for doing all the work for complying with the requirements of these Specifications and no additional compensation shall be allowed therefore.

#### 10-1.14 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions indicated on the plans and shall conform to the following provisions.

Planing asphalt concrete shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method. Cold planing machines shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Cold planing machines shall be operated so as not to produce fumes or smoke. Cold planing machines shall be capable of producing a planed surface with no grooves greater than 3/8-inch in width and 3/16-inch in depth and shall be operated at a speed and in a manner to produce such a surface. The noise level produced by the combined planing operation shall not exceed 86 dBA at a distance of 50 feet at right angles to the direction of travel.

The depth, width and shape of the cut shall be as shown on the plans and on the typical cross sections. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. Contractor shall mill both directions/full width per day as half mill will not be allowed.

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

Where transverse joints are planed in the pavement at conform lines, no drop-off greater than 0.15-foot shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of the existing pavement before the pavement is to be opened to public traffic, a temporary asphalt concrete transition shall be constructed. Asphalt concrete for a temporary transition shall be placed to the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

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

The material planed from the roadway surface, including material deposited in existing or improved gutters or on the adjacent traveled way, shall become the property of the Contractor and shall be removed and disposed of outside the highway right of way in accordance with the provisions in Sections 5-1.20B(4), "Contractor-Property Owner Agreement," 14-10, "Solid Waste Disposal and Recycling," and 14-11, "Hazardous Waste and Contamination," of the Standard Specifications. Removal of the cold planed material shall be concurrent with the planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the specified depth of cut. Low areas in existing pavement, bridged by the cold planer when adjacent cuts meet the specified minimum depth, will not be deducted from the measured areas.

The contract price paid per square yard for **Cold Plane Asphalt Concrete Pavement** shall include full compensation for furnishing all labor, materials including asphalt concrete for temporary transitions, tools, equipment and incidentals, and for doing all the work involved in cold planing and disposing of planed material; and constructing, maintaining, removing and disposing of temporary transitions, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### 10-1.15 REMOVE CONCRETE

This work shall consist of removal and disposal of existing Portland Cement Concrete within the limits shown on the plans and set in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Highway Facilities," Section 16, "Clearing and Grubbing," and Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects," of the Standard Specifications and these Special Provisions.

Concrete removed include all existing non-compliant concrete ramp, sidewalk, retaining curb and curb and gutter.

Contractor to exercise extra care when removing the concrete by sawcutting or other approved method, as shown on the plan.

Portions of existing sidewalks, curb and gutter which interfere with construction shall be removed.

Portions of existing concrete sidewalk shall be saw cut to a neat, true line and removed as necessary for installation of the roadside signpost or mailbox, as designated by the Engineer.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be saw cut in a neat, true line to a minimum of 0.17 foot before concrete is removed. The locations of the cut lines shown on the plans are approximate only; the exact location will be determined by the Engineer.

Removed concrete shall become the property of the Contractor and shall be disposed of in accordance with the provision in Section 5-1.20B(4) "Contractor Property Agreement", Section 14-10, "Solid Waste Disposal and Recycling" and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Removal of existing concrete Ramp, Sidewalk, Spandrel, and Cross Gutter shall be measured and paid per square yard as **Remove Concrete** 

Removal of all other concrete within the landscape area, as designated by the Engineer, shall be considered as included in the prices paid for the **various contract items of work** and no additional compensation will be allowed therefore.

The payment includes furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved for removing concrete as stipulated-above, excavation, backfill, hauling and disposing outside highway right of way, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

#### 10-1.16 CLEARING AND GRUBBING

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

Vegetation shall be trimmed, cleared and grubbed only within the excavation and embankment slope lines as shown on plans and as determined by the Engineer.

All other vegetation to be removed including stumps and trees having a main stem of less than six inches in diameter, shall be included in the lump sum price paid for Clearing and Grubbing and no additional compensation shall be allowed therefor.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

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

The contract Lump Sum (LS) price paid for **Clearing and Grubbing** shall include furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

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

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

The contract Lump Sum (LS) price paid for **Develop Water Supply** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in developing water supply and no additional compensation will be allowed therefor.

#### <u>10-1.18</u> **EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

The second paragraph (numbered 1 & 2) of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specifications is superseded by the following:

Relative compaction of not less than 90 percent shall be obtained for the layer between 0.5 feet to 1.5 feet below the grading plane for the width of the pavement in excavation and relative compaction of not less than 90 percent shall be obtained throughout embankment.

Excavation and embankment shall be measured to the grading plane and shall not include excavation quantities covered by other bid items including asphalt removal, and/or concrete removal. Any work done to obtain the compaction requirements for the area or the areas below the grading plane shall be the responsibility of the Contractor and payment for such shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefore.

Surplus excavated material, pulverized/native material, and native material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Surplus excavated unsuitable material including asphalt concrete surfacing and concrete shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 14-10, "Solid Waste Disposal and Recycling", and Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for removing, stockpiling, hauling, placing, putting to grade, wetting, compacting, and disposing of the pulverized/native material mix is included in the contract price per cubic yard for **Roadway Excavation** and no additional compensation will be allowed.

Additional earthwork and grading at street intersections, drainage access roads and access roads shall be responsibility of the contractor. Payment for such work shall be considered as included in the price paid per cubic yard for **Roadway Excavation** and no additional compensation will be allowed therefore.

Existing asphalt surfacing shall be saw cut to a neat, true line where shown on the plans. The locations of cut lines shown on the plans are approximate only; the exact locations will be determined by the Engineer. The outline of the surfacing to be removed shall be cut with a power-driven saw to a depth of not less than 0.15-foot before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Full compensation for saw cutting and removing existing surfacing shall be considered as included in the contract price paid per square yard for **Remove Asphalt Concrete Surfacing** and no additional compensation will be allowed therefor.

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

The limit of excavation and backfill shall conform to applicable Standard Plans elsewhere in these Special Provisions, as shown on the plans and as directed by the Engineer.

Full compensation for grading, compacting, hauling of excavated materials including earthwork for ramp, sidewalk, curb and gutter shall be considered as included in the **various contract items of work** and no additional compensation will be allowed therefor.

#### 10-1.19 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," Section 4-1.13, "Cleanup," of the Standard Specifications, and these Special Provisions.

On projects where there is no earthwork associated with the construction, Finishing Roadway shall consist of the work necessary to accomplish final cleaning up. Such cleaning up shall involve the entire project, including intersecting streets and driveways, and all adjacent or nearby properties effected by the project or occupied by the Contractor during performance of the work.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved for finishing roadway shall be considered as included in the contract Lump Sum (LS) price paid for **Finishing Roadway** and no additional compensation will be allowed therefore.

#### 10-1.20 2% CEMENT TREATED SUBGRADE

**1-1 DESCRIPTION** This item shall consist of constructing a mixture of asphalt concrete, soil, cement, and water in accordance with this specification, and in conformity with the lines, grades, thickness, and typical cross sections shown on the plans.

#### Cement treated material shall be blended as shown in typical section of the plans.

Cement treated subgrade shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized.

#### 1-2 SUBMITTALS

- A. The Contractor shall furnish the following information regarding the subgrade cement treatment to the Engineer 10 working days prior to the start of the work:
  - 1. The proposed source and supplier of cement with supplier's certificate of compliance, test data, and samples of the proposed cement.
  - 2. Quality Control Plan detailing testing and inspection procedures, proposed construction equipment, construction methods, expected production rates, and planned sequence of treatment.

Approval of the cement source and the Contractor (or Subcontractor) performing the subgrade cement treatment is at the discretion of the Engineer.

- B. By the end of the day or at the completion of the cement treatment work for each day, the Contractor shall furnish the following information to the County Inspector:
  - 1. Certified weight tickets of cement delivered to the site, spread and mixed into the subgrade.
  - 2. Certified weight tickets of asphalt emulsions of curing seal delivered to the site, applied to the subgrade.
- C. The County Inspector shall document: (1) the quantity of cement applied each day, (2) areas treated and compacted, and (3) areas where curing seal was applied.

#### 2-1 MATERIALS

#### 2-1.1 PORTLAND CEMENT

Portland cement shall be Type II Modified conforming to the requirements of Section 90-1.02B(2) "Cement" of the 2015 Caltrans Standard Specifications. Pozzalonic material shall not be substituted for Portland cement.

#### 2-1.2 **WATER**

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall be tested in accordance with and shall meet the suggested requirements of AASHTO T 26. Water known to be of potable quality may be used without testing.

#### 2-1.3 CURING SEAL

Curing seal material shall be "ePrime" by Ergon Asphalt and Emulsions or an approved equal. Curing seal material shall be prepared in accordance with manufacture's specifications and as approved by the Engineer.

For bidding purposes, application rate is .35 gal/sy.

#### 2-1.5 SOIL

The soil for this work may consist of materials on the site or imported and shall be free of roots, sod, weeds, wood, construction debris, trash/litter, and stones larger than 2-1/2 inches.

#### 3-1 CONSTRUCTION METHODS

#### 3-1.1 GENERAL

Prior to beginning any cement treatment, the existing subgrade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans.

#### 3-1.2 WEATHER LIMITATIONS

The cement shall not be spread while the atmospheric temperature is below 40° F or when conditions indicate that temperatures may fall below 40° F within 24 hours, when it's raining, or when the soil or subgrade is frozen.

#### 3-1.3 APPLICATION

Cement shall be applied at a rate of not less than **2 percent (2%)** based on the in-place dry unit weight of soil and for the depth of subgrade treatment shown on the plans. For estimating purposes, an in-place dry unit weight of soil of 125 pcf should be used.

A tolerance of +/- 5 % from design rate of application will be accepted for cement application (example: tolerance on spread rate of 8 lb/sf is +/- 0.4 lb/sf). The Engineer reserves the right to increase the rate of application of cement from the specified rates during the progress of construction as necessary to maintain the desired characteristic of the stabilized subgrade.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. The amount of cement spread shall be the amount required for mixing to the specified depth which will result in the specified rate of cement application. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

#### **3-1.4 MIXING**

Mixing of the soil, cement, and water shall be done with a four wheel drive rotary mixer capable of down and up cutting the soil with a minimum engine gross horsepower of 500 hp (CMI RS-500B or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content not less than 1 percentage point below nor more than two percentage points above (-1 to +2 of OMC) the optimum moisture of the soil-cement mixture to ensure chemical action of the cement and soil.

#### 3-1.5 COMPACTION

The sequencing of the subgrade cement treatment shall be regulated by the Contractor such that final compaction of the soil-cement mixture to the specified density shall be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Initial compaction shall be by means of a sheepsfoot or segmented wheel roller. The compactor shall have a minimum ground pressure rating of 300 psi per padfoot. This shall be followed with final compaction with steel drum or pneumatic-tired rollers. Areas inaccessible to

rollers shall be compacted to the required compaction by other means satisfactory to the Engineer.

The field dry density of the compacted mixture shall be at least 97 percent of the maximum dry density of the in-place material as determined in accordance with ASTM D 558. Relative compaction may also be determined by wet density methods. The in-place field density shall be determined in accordance with industry standards.

The County inspector shall verify the required compaction as specified; otherwise the work shall be rejected.

#### 3-1.6 FINISHING AND CURING

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section. The completed section shall then be finished by rolling with a pneumatic or other suitable roller approved by the Engineer.

Curing seal shall be applied to the surface of top layer of the cement treated subgrade. This curing method shall be as soon as possible, but no later than 2 hours after the completion of finishing operations. The finished subgrade shall be kept moist continuously until the curing seal is placed. The water application rate should be sufficient to ensure that subgrade material does not have dry spots or ponding water at the discretion of the Engineer.

Protect the curing seal from damage until it has cured and will not be picked up by vehicle tires. Allow the curing seal to set or break prior to applying blotter sand. (Break is defined when water separates from the emulsion and the color of the curing seal begins to change from brown to black. Break time is dependent upon application rates, temperatures, and subgrade conditions). Spread sand with a self-propelled screening spreader equipped with a mechanical device that spreads sand at a uniform rate over the full width of a traffic lane in a single application. Spread sand at a rate from 2 to 6 lb/sq yd. The Engineer shall determine the exact rate.

Observe the sanded cement treated subgrade for 3 curing days; additional sand shall be applied to protect the curing seal application as needed, especially for areas exposed to traffics.

#### 3-1.7 BLANK

#### 3-1.8 CONSTRUCTION JOINTS

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional cement treated soil shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent cement treated soil.

#### 3-1.9 TRAFFIC

Completed portions of cement treated subgrade can be opened to low-speed local traffic and to construction equipment, provided the curing seal operation is not impaired, and provided the cement treated material is sufficiently stable to withstand marring or permanent deformation.

#### 3-1.10 MAINTENANCE

The cement treated subgrade shall be firm and unyielding. If any weak or yielding area has been discovered, the Contractor shall replace those areas for the full-depth at his own expense.

The Contractor shall maintain the cement treated subgrade in good condition until all work is completed and accepted. Such maintenance shall be done by the Contractor at his own expense.

Maintenance shall include immediate repairs of any defects that may occur. If it is necessary to replace any processed material, the replacement shall be for the full-depth, with vertical cuts, using either fresh cement-treated material or concrete. No skin patches will be permitted.

#### 3-1.11 SURFACING

Subsequent pavement layers (asphalt concrete, bituminous surface treatment, or Portland cement concrete) shall be placed within 48 to 72 hours of finishing and microcracking (if applicable), as long as the cement treated subgrade is sufficiently stable to support the required construction equipment without marring or permanent distortion of the surface.

Prior to placing subsequent pavement layers, the cement treated subgrade shall be swept by utilizing a vacuum sweeper to remove excess sand. Steel brushes shall not be used. Prime coat shall be applied to the cement treated subgrade. The prime coat shall be protected from damage until it has cured and will not be picked up by vehicle tires. The prime coat shall be eprime or approved equal and will be spread at a rate of 0.15 to 0.35 gal/sy, as directed by the Engineer.

#### 4-1 MEASUREMENT AND PAYMENT

The cement treatment of the existing subgrade shall be paid for at the contract unit price per square yard for 2% Cement Treated Subgrade (0.60' and 0.70' Thk) and shall include costs for all water and Portland cement; for all spreading, mixing, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess material; for all microcracking (if applicable) and protection of the cement treated subgrade; for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying cement treated subgrade complete in place.

Curing seal shall be paid for at the contract price per gallon for **Curing Seal** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying curing seal complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions and as directed by the Engineer.

## 10-1.21 POLYMER MODIFIED ASPHALTIC EMULSION CHIP SEALS (SAMI)

#### General

This work includes specifications for applying polymer modified asphaltic emulsion chip seals in accordance with Section 37-2.03 of 2018 Standard Specifications, these Special Provisions, as shown on the plan, and as directed by the Engineer.

A polymer modified asphaltic emulsion chip seal includes applying a polymer modified asphaltic emulsion, followed by aggregate, and then a flush coat.

The Contractor shall use single polymer modified asphaltic emulsion chip seal application rate of 0.30-0.45 gal/sy. Double application will not be allowed and paid for.

#### Submittals

Immediately after sampling, submit two 1-quart cans of polymer modified asphaltic emulsion taken in the presence of the Engineer. A sample must be submitted in an insulated shipping container.

#### **Quality Assurance**

### **Quality Control**

#### Polymer Modified Asphaltic Emulsions

Circulate polymer modified asphaltic emulsions in the distributor truck before sampling. Take samples from the distributor truck at mid load or from a sampling tap or thief. Before taking samples, draw and dispose of 1 gallon. In the presence of the Engineer, take two 1-quart samples for acceptance testing.

For polymer modified asphaltic emulsions, the authorized laboratory must perform quality control sampling and testing at the specified frequency and location for the following quality characteristics:

#### **Polymer Modified Asphaltic Emulsion**

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Saybolt Furol Viscosity, at 50 °C (Saybolt Furol seconds)			
Settlement, 5 days (max, %)			
Storage stability test, 1 day (max, %)	AASHTO T 59	Minimum 1	
Sieve test (max, %)		per day per delivery	Distributor truck
Demulsibility (min, %)		truck	uuck
Particle charge			
Ash content (max, %)	ASTM D3723		
Residue by evaporation (min, %)	California Test 331		
Tests on residue from evaporation test:			
Penetration, 25 °C	AASHTO T 49		
Penetration, 4°C, 200g for 60 seconds	AASHTO T 49	Minimum 1	Distribusts
Ductility, 25 °C (min, mm)	AASHTO T 51	per day per delivery	Distributor truck
Torsional recovery (min, %)	California Test 332	truck	
Ring and Ball Softening Point (min, °F)	AASHTO T 53		

#### **Acceptance**

Aggregate acceptance is based on the County's sampling and testing for compliance with the requirements shown in the following table:

**Aggregate Gradation Acceptance Criteria** 

Quality characteristic	Test method	Re	equirement	
Gradation (% passing by weight)		3/8"	5/16"	1/4"
Sieve size:				
3/4"				
1/2"	California Test 202	100		
3/8"		85–100	100	100
No. 4		0–15	0-50	60–85
No. 8		0–5	0–15	0-25
No. 16			0–5	0–5
No. 30			0–3	0–3
No. 200		0-2	0–2	0–2

#### **Materials**

## Polymer Modified Asphaltic Emulsions

## Replace 2<sup>nd</sup> paragraph of Section 37-2.03B(2) with:

A polymer modified asphaltic emulsion must include elastomeric polymer.

A polymer modified asphaltic emulsion must be either Grade PMCRS-2 or PMCRS-2h. Polymer content in percent by weight does not apply.

A polymer modified asphaltic emulsion must comply with section 94 and the quality characteristic requirements in the following table:

## **Polymeric Asphaltic Emulsion**

Quality characteristic	Test method	Requirement
Penetration, 4 °C, 200g for 60 seconds (min)	AASHTO T 49	6
Ring and Ball Softening Point (min, °F)	AASHTO T 53	135

## Aggregate

The aggregate gradation for a polymer modified asphaltic emulsion chip seal must comply with the requirements shown in the following table:

**Asphaltic Emulsion Chip Seal Aggregate Gradation** 

Quality characteristic	Test method		Requirement	
Gradation (% passing by weight)		3/8"	5/16"	1/4"
Sieve Size				
3/4"				
1/2"	California Test 202	100		
3/8"		85–100	100	100
No. 4		0–15	0–50	60–85
No. 8		0–5	0–15	0–25
No. 16			0=5	0-5
No. 30			0-3	0–3
No. 200		0–2	0-2	0–2

#### Construction

Polymer modified asphaltic emulsions must be applied within the application rate ranges shown in the following table:

**Polymer Modified Asphaltic Emulsion Application Rates** 

Aggregate gradation	Application rate range
	(gal/sq yd)
3/8"	0.30-0.45
5/16"	0.25-0.35
1/4"	0.20-0.30

For double polymer modified asphaltic emulsion chip seals, polymer modified asphaltic emulsions must be applied within the application rates shown in the following table:

**Polymer Modified Asphaltic Emulsion Application Rates** 

Double application	Application rate range
	(gal/sq yd)
1st application	0.30-0.45
2nd application	0.20-0.30

Apply polymer modified asphaltic emulsions when the ambient air temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 80 degrees F.

Do not apply polymer modified asphaltic emulsions when weather forecasts predict the ambient air temperature will fall below 39 degrees F within 24 hours after application.

Aggregate must be spread within the spread rate ranges shown in the following table:

#### **Aggregate Spread Rates**

Chip seal type	Spread rate range
	(lb/sq yd)
3/8"	20–30
5/16"	16–25
1/4"	12–20

For double chip seals, aggregate must be spread within spread rate ranges shown in the following table:

#### **Aggregate Spread Rates**

Double application	Spread rate range
	(lb/sq yd)
1st application	23-30
2nd application	12–20

Remove excess aggregate on the 1st application before the 2nd application of asphaltic emulsion.

You may stockpile aggregate for the polymer modified asphaltic emulsion chip seals if you prevent contamination. Aggregate must have damp surfaces at spreading. If water visibly separates from the aggregate, do not spread. You may redampen aggregate in the delivery vehicle.

Spread aggregate before the polymer modified asphaltic emulsion sets or breaks.

Do not spread aggregate more than 2,500 feet ahead of the completed initial rolling.

#### Replace Section 37-2.03D "Payment" with:

#### **MEASUREMENT AND PAYMENT**

The Contractor shall use a **single chip seal application of 3/8" max aggregate gradation** with emulsion application rate of **0.30-0.45 gal/sy**; and screenings spread rate of **23-30 lb/sy**, respectively. The Contractor has the option of using double application, subject however to the approval of the Engineer.

The contract price paid per square yard for **Rubberized Chip Seal (SAMI)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and applying screenings, asphaltic emulsions, complete in place as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

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

be allowed therefore. The Contractor may be granted additional working days, but there will be no additional compensation for weather related delays or scheduling delays. The Contractor is expected to have accounted for potential weather-related delays and scheduling delays in his or her bid.

#### 10-1.22 ASPHALT CONCRETE (RAP Optional)

Asphalt concrete shall conform to the provisions in Section 39-2, "Hot Mix Asphalt" of the Standard Specifications and these Special Provisions.

The Contractor may produce asphalt concrete using reclaimed asphalt pavement (RAP). The Contractor may substitute RAP for a portion of the virgin aggregate in asphalt concrete in an amount not exceeding 15 percent of the asphalt concrete dry aggregate mass.

## RAP shall not be used in Open Graded Asphalt Concrete or Rubberized Asphalt Concrete.

RAP shall be processed from asphalt concrete removed from pavement surfaces. RAP shall be stored in stockpiles on smooth surfaces free of debris and organic material. RAP stockpiles shall consist only of homogeneous RAP. The Contractor may process and stockpile RAP throughout the project's life. Processing and stockpiling operations shall prevent material contamination and segregation.

The asphalt concrete shall conform to the following requirements:

- 1. The aggregate for asphalt concrete shall conform to Type A, 3/4-inch, Aggregate Gradation, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The asphalt binder grade shall be PG 70-10 HMA.
- 2. The aggregate for asphalt concrete shall conform to Type A, 1-inch, Aggregate Gradation, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The asphalt binder grade shall be PG 70-10 HMA.
- 3. The aggregate for asphalt concrete shall conform to Type G, 3/4-inch, Aggregate Gradation, as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specification. The asphalt binder grade shall be 76-22 PM HMA.
- 4. If the Contractor does not use RAP, the amount of asphalt binder to be mixed with the aggregate for Type A asphalt concrete will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 (except Open Graded asphalt concrete) or California Test 368 for Open Graded asphalt concrete using the samples of aggregates furnished by the Contractor in conformance with Section 39-2.01A(4), "Quality Assurance," of the Standard Specifications.
- 5. If the Contractor uses RAP, the amount of asphalt binder to be mixed with the combined virgin aggregate and RAP will be determined by the Contractor and submitted to the Engineer for approval in accordance with California Test 367 amended by Lab Procedure-9 (LP-9). LP-9 is available at:

http://www.dot.ca.gov/hg/esc/Translab/ormt/fpmlab.htm

Whenever in Lab Procedure-9 the terms "Hot Mix Asphalt" and "HMA" are used, they shall be understood to mean and refer to "Asphalt Concrete" and "AC" respectively.

At least 5 days before starting production of asphalt concrete using RAP, the Contractor shall submit a proposed asphalt concrete mix design in writing to the Engineer.

#### Replace The First Paragraph of Section 39-2.01A(3)(d) "Test Results", with:

For mix design, JMF verification, production start-up, and each 10,000 tons, submit AASHTO T 283 and AASHTO T 324 (Modified) test results electronically to the Engineer.

## Add The Following as the First Paragraph of Section 39-2.01A(4)(b) "Job Mix Formula Verification", with:

At the Engineer's sole discretion, the Engineer may choose to verify the full Job Mix Formula (JMF), or any portion thereof, or accept the Contractors submitted test results in lieu of verification testing in accordance with the following sections. In any case, this verification will serve the purposes of this project alone, and shall not be used for any other project.

## Remove the paragraphs of Section 39-2.01A(4)(b) "Job Mix Formula Verification", as follows:

Paragraph 9; which starts "You may adjust..."

Paragraph 10; which starts "For each HMA type..."

Paragraph 11; which starts "A verified JMF..."

Replace Section 39-2.01A(4)(d) "Job Mix Formula Renewal", with: 39-2.01A(4)(d) Reserved

Replace Section 39-2.01A(4)(e) "Job Mix Formula Modification", with: 39-2.01A(4)(e) Reserved

Replace Section 39-2.01D "Payment" with:

39-2.01D Payment

### Replace the second paragraph of Section 39-2.02A(1) "Summary", as follows:

You may, by written request separate from the Job Mix Formula (JMF) submittal, request the Engineer allow you to use a Warm Mix Asphalt (WMA) Technology.

Remove the first paragraph and table of Section 39-2.02B(4)(b) "Aggregate Gradations". Remove the second paragraph and table of Section 39-2.02C "Aggregate Gradations".

A prime/tack coat is required:

- a) Prime Coat shall be applied to the base prior to placing the Hot Mix Asphalt. Prime Coat shall be e-prime or approved equal and will be spread at a rate of 0.15 to 0.35 gal/sy, as directed by the Engineer.
- b) Tack coat shall be applied to existing pavement including planed surfaces, between layers of HMA and vertical surfaces of curbs, gutters, and construction joints. Tack coat must comply with the specifications for asphaltic emulsion in 2015 Caltrans Standard Specifications Section 94, "Asphaltic Emulsion," or asphalt binder in Section 92, "Asphalt Binders." Tack coat shall be spread at a rate of 0.02 to 0.10 gal/sy, as directed by the Engineer.

The price paid for asphalt concrete shall include all costs for prime or tack coat(s) applied to all edges and between layers of asphalt concrete paving or overlay.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth connecting surfaces. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said connecting surfaces shall be considered as included in the contract prices paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

## Replace Section 39-2.02D "Payment" with:

Quantities of asphalt concrete with/without RAP, will be paid for at the contract unit price per Ton (TON), and Asphalt Concrete (Type A, 3/4" Aggregate Gradation, PG 70-10 HMA), Asphalt Concrete (Type A, 1" Aggregate Gradation, PG 70-10 PM HMA, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

### 10-1.23 RUBBERIZED ASPHALT CONCRETE (TYPE G)

Rubberized asphalt concrete shall be Type G and shall conform to the provisions in Section 39-2.03, "Hot Mix Asphalt," of the 2015 Standard Specifications and these special provisions.

The rubberized asphalt concrete shall conform to the following requirements:

- 1. Rubberized asphalt concrete shall be produced at a central mixing plant using Crumb Rubber Modifier. Terminal Blend is not allowed.
- 2. RAP material shall not be used.
- 3. The aggregate for asphalt concrete shall conform to the (Type G, ¾ Inch) grading specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
- 4. The asphalt binder grade shall be 76-22PM
- 5. The terms "Hot Mix Asphalt" and "HMA" are used, they shall be understood to mean and refer to "Asphalt Concrete" and "AC" respectively

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form

smooth connecting surfaces. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said connecting surfaces shall be considered as included in the contract prices paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

Immediately in advance of applying paint binder, the roadway shall be free of moisture, loose or extraneous material and the cost of said work shall be considered as included in the contract price per ton for the asphalt concrete involved and no additional compensation will be allowed therefor.

A Tack Coat/Prime Coat is required.

The price paid for rubberized asphalt concrete will include all costs for tack coat(s) applied to all edges and between layers of asphalt concrete paving or overlay.

In order to preserve the structural integrity of the road, public safety and convenience, the Contractor shall overlay all feathered, milled or cold planed areas or sections of the road immediately within seven (7) working days, as shown on the plans, and as directed by the Engineer.

Quantities of rubberized asphalt concrete will be paid for at the contract price per ton for Rubberized **Asphalt Concrete Type G**, <sup>3</sup>/<sub>4</sub>" **Aggregate Gradation**, **PG 76-22PM HMA** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing rubberized asphalt concrete, complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

#### 10-1.24 ASPHALT CONCRETE (DIKES AND MISCELLANEOUS AREAS)

Asphalt Concrete placed in <u>dikes and miscellaneous areas</u> shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt concrete dikes and miscellaneous areas shall conform to the 3/8 inch maximum grading as specified in Section 39-2.01B(11), "Miscellaneous Areas and Dikes", of the Standard Specifications and the amount of asphalt binder shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Asphalt binder grade for A.C. dike shall be **PG 70-10.** 

Asphalt binder grade for miscellaneous areas shall be **PG 70-10**.

Location of asphalt concrete driveways or sidewalks are approximate and therefore Contractor shall notify the Engineer prior to construction.

Asphalt concrete placed in the work is paid separately at the contract price per ton for asphalt concrete of the Type or Types designated in the Engineer's Estimate.

The miscellaneous areas to be paid for at the contract price per linear foot for **Place Asphalt Concrete Dike** and contract price paid per square yard for **Place Asphalt Concrete (Miscellaneous Areas)** in addition to the prices paid for the materials involved shall be limited to the 0.25' thick asphalt concrete driveway approaches or sidewalks.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing asphalt concrete dike and placing asphalt concrete (miscellaneous area), complete in place, as shown on the plans and as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

#### 10-1.25 GROUTED ROCK TREATMENT

Grouted Rock Treatment shall be constructed in accordance with Special Drawing No. I attached elsewhere in these special provisions.

Rock shall be cobblestones with maximum 8" to minimum 6" with one side flat and shall be hand-placement method.

No joints greater than 1 inch between rocks will be acceptable. 4 inch filler rocks will be accepted to maintain the 1 inch joint.

Concrete shall be Minor Concrete with 3/8 inch maximum size of aggregates and shall conforming to the provisions in Section 90, "Portland Cement Concrete" elsewhere in these special provisions.

The contract unit price paid per square yard for **Grouted Rock Treatment** shall be considered to include furnishing all labor, materials (including pea gravel concrete bed and rock), equipment, tools and incidentals, and for doing all work involved in constructing the rock treatment median, complete in place, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

#### 10-1.26 ROADSIDE SIGNS

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

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

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

Attention is directed to Section, "Remove Concrete," in these Special Provisions.

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

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

#### 10-1.27 MISCELLANEOUS CONCRETE CONSTRUCTION

Concrete sidewalk shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

The concrete in the sidewalk shall be of Minor Concrete.

The second and third sentence of the first paragraph in Section 73-1,03B, "Subgrade Preparation," of the Standard Specifications is superseded by the following:

Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.50-foot below the grading plane for the width of the traveled way, including cross gutters, driveways and spandrels. Where curb & gutter, cross gutter, spandrel, sidewalk, pedestrian ramps, driveways, curb outlet structure and gutter depression are to be constructed, the sub grade material shall be compacted to a relative compaction of not less than 90 percent for a minimum depth of 0.50-foot below the grading plane.

After compaction and grading, the sub grade shall be firm, hard, and unyielding.

Non-Pigmented curing compound shall be used on exposed concrete surfaces other than curb and gutter.

In the mountain and desert areas where freezing/thawing are seasonal, the concrete shall be air-entrained as provided in Section 90-1.02E(3), "Air-Entraining Admixtures," of the Standard Specifications. The air content after mixing and prior to placing shall be no more than 5.5 percent and no less than 4.0 percent.

The contract unit price paid per Cubic Yard (CY) for Minor Concrete (Spandrel, Spandrel Curb and Cross gutter), Minor Concrete (Sidewalk, Ramp and Ramp Curb) and the contract unit price paid per lineal feet (LF) for Minor Concrete (Curb and Gutter) shall include full compensation for furnishing all labor, materials, equipment and incidentals, including excavation and backfill, as shown on the plans, and as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

#### 10-1.28 CURB RAMP DETECTABLE WARNING SURFACE

Detectable Warning Surface is required at ramp location. The Detectable Warning Surface shall be constructed by a cast-in-place method or shall be installed, consisting of a prefabricated surface approved by the Engineer as shown on Caltrans Standard Plan RSPA88A.

A glue down or bolt down detectable warning surface is not allowed.

The contract square foot price paid for **ADA Ramp Detectable Warning Surface** shall include furnishing all labor, materials, equipment and incidentals needed for the construction or

installation of the detectable warning surface as specified in these Special Provisions, and no additional compensation will be allowed therefore.

#### 10-1.29 MARKERS AND DELINEATORS/CHANNELIZERS

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

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

The Contractor shall install Channelizers (surface mounted – flexible base) as specified on plans.

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

The contract unit price paid for **Channelizer** (**Surface mounted – Flexible Base Type F**) shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Channelizer** (**Surface mounted – Flexible Base Type F**) complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per each (EA) for **Object Mrker-TypeL-1(CA)(OM2-2V)** shall include full compensation for furnishing all labor, materials (including metal posts) tools, equipment and incidentals, and for doing all work involved in furnishing and installing **Channelizer (Surface mounted – Flexible Base Type F)** complete in place as shown on the plans and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

# 10-1.30 PAVEMENT MARKERS (2015 CALTRANS REVISED STANDARD SPECIFICATIONS)

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall install two-way blue retroreflective markers in accordance with Section 81-3 of the Standard Specifications.

Location of the blue retroreflective pavement markers shall be as shown on California MUTCD 2014 Figure 3B-102 (CA), "Examples of Fire Hydrant Location Pavement Markers," included within these Special Provisions and as directed by the Engineer.

The Contractor shall install Type D two way yellow and Type G one-way clear retroreflective markers as specified on plans.

Full compensation for furnishing and placing pavement markers shall be considered as included in the contract prices paid for **Pavement Marker (Retroreflective – Type D and G)** and no additional compensation will be allowed therefor.

#### 10-1.31 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS

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

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

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

The contract prices paid per linear foot for Paint 6" wide Traffic Stripe (2-Coat), Paint 8" wide Traffic Stripe (2-Coat), and Paint Double 6" wide Yellow Traffic Stripe (2-Coat) and per square foot for Paint Pavement Marking (2-Coat) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### 10-1.32 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall install two-way blue retroreflective markers in accordance with Section 81-3 of the Standard Specifications.

Location of the blue retroreflective pavement markers shall be as shown on California MUTCD 2014 Figure 3B-102 (CA), "Examples of Fire Hydrant Location Pavement Markers," included within these Special Provisions and as directed by the Engineer.

Retroreflective pavement markers shall be recessed as shown on Standard Plan A20D.

The Contractor shall install recessed Type D two way yellow and Type G one-way clear retroreflective markers as specified on plans.

Full compensation for furnishing and placing recessed pavement markers shall be paid per unit price for **Pavement Marker (Retroreflective -Type D and G)** and no additional compensation will be allowed therefor.

Full compensation for furnishing and placing recessed blue pavement markers shall be per unit price for **Pavement Marker (Retroreflective - Blue)** and no additional compensation will be allowed therefor.

#### 10-1.33 COORDINATION

At a minimum the Contractor shall coordinate the construction activities two (2) weeks in advance prior to construction with cities, agencies, and schools below to minimize conflicts with their schedule:

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number/ E-mail/ Website
Excelsior Charter Schools Phelan 4083 Phelan Rd Phelan, CA 92371	School Buses, Student Drop-Off & Pick- Up	School Hours 8:00 am- 4:00 pm M-Fri	Michelia McDonald, Principal	Phone: 760-245-4262  E-mail: <micheliam@excelsior.com>  Website: <https: excelsior.com="" phelan=""></https:></micheliam@excelsior.com>
Phelan Elementary School 4167 Phelan Rd Phelan, CA 92371	School Buses, Student Drop-Off & Pick- Up	School Hours 8:00 am- 2:45 pm M-Fri	Tony Buckley, Principal	Phone: 760-868-3252  E-mail: <a href="mailto:&lt;/a&gt; &lt;a href=" mailto:vebsite:"="">Vebsite:</a> <a href="mailto:&lt;/a&gt; &lt;a href=" mailto:vebsite:"="">Vebsite:</a> <a href="mailto:Vebsite:">Nttps://pes.snowlineschools.com/</a> >
Mojave River Academy 9723 Sierra Vista Rd Phelan, CA 92371	School Buses, Student Drop-Off & Pick- Up	School Hours 8:00 am- 3:30 pm M-Fri	Brendon Cóles, Center Administrator	Phone: 760-215-8053  E-mail: <bcoles@mojaveriver.net>  Website: <http: lcms-morongousd-ca.schoolloop.com=""></http:></bcoles@mojaveriver.net>
Heritage School 9542 Wilson Ranch Rd Phelan, CA 92371	School Buses, Student Drop-Off & Pick- Up	School Hours 7:20 am- 3:30 pm M-Fri	Debbie Arbizu, Principal	Phone: 7760-868-2422  E-mail: <a href="mailto:&lt;a href=" mailto:<="" mailto:<a="" td=""></a>

It is the Contractor's responsibility to verify the schedules of the above mentioned entities to ensure that no conflicts occur with their daily schedules and that the project improvements should either be completed, or the work should be postponed until such a time the work can be completed in its entirety.

Additional contact information of other agencies may be provided to the Contractor during the pre-construction meeting.

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

#### 10-1.35 SIGNALS AND LIGHTING (2022 CALTRANS STANDARD SPECIFICATIONS)

#### **10-1.35.1** Description

The work to be done consists of furnishing electrical equipment and materials, and installing of electrical systems, include all traffic control and necessary appurtenant work for the installation of traffic signal equipment and signing at the following locations:

- Phelan Road and Sheep Creek Road
- Phelan Road and Johnson Road
- Phelan Road and Wilson Ranch Road
- 4. Phelan Road and Baldy Mesa Road

Standard plans referred to on the signal modification plans and in these Special Provisions for electrical work shall be in accordance with 2022 Caltrans Standard Plans.

The furnishing and installing of traffic signals and highway lighting shall conform to Sections 86, "Electrical Work" and 87, "Electrical Systems," of the 2022 Caltrans Standard Specifications and these Special Provisions.

#### 10-1.35.2 Contractor Supplied Materials

The Contractor shall provide all materials, including but not limited to: conduits, pullboxes, all wiring and conductors, signal cables, foundations, pedestrian push button posts, accessible pedestrian signal systems (APS) and related hardware, APS R10-3 (9"x12") sign, and any other hardware necessary for the traffic signal equipment installation.

The Contractor shall also furnish and install any necessary electronic equipment required to provide the desired signal operation as shown on the plan.

The Contractor shall be responsible for contacting the County Traffic Division, (909) 387-8186 to coordinate at least 2 weeks prior to the start of construction.

#### 10-1.35.3 County Furnished Materials

The Contractor shall furnish and install all the necessary materials and equipment.

#### 10-1.35.4 Regulations and Code

Electrical equipment must comply with the requirements listed in Section 86-1.01D (1), "General," of the 2022 Caltrans Standard Specifications and these Special Provisions.

Attention is specifically directed to the California Administrative Code, Title 8, Subchapter 5, "Electrical Safety Orders," Articles 85 and 86, in accordance with which all persons and equipment working up to six (6) feet of high voltage power lines must meet the exceptions specified in the above mentioned code. The six (6) feet dimension shall be increased if required by Southern California Edison regulations.

#### 10-1.35.5 **Submittals**

Within 15 days after contract approval, the Contractor shall submit a list of electrical equipment and materials proposed to be installed. List of electrical equipment and material shall conform to the provision in Section 86-1.01C, "Submittals," of the 2022 Caltrans Standard Specifications and these Special Provisions.

#### **10-1.35.6** Foundations

Pole foundations shall conform to the provisions in Section 87-1.03E(3), "Concrete Pads, Foundations, and Pedestals" of the 2022 Caltrans Standard Specifications and these Special Provisions.

#### CAST-IN-DRILLED-HOLE CONCRETE PILING

Cast-in-drilled-hole concrete pile foundations shall conform to the provisions in Section 49-3, "Cast-In-Place Concrete Piling," of the Standard Specifications and these special provisions.

Concrete must contain not less than 590 pounds of cementitious material per cubic yard.

For standards and poles located in sidewalk areas, the pile foundation must be placed to final sidewalk grade before the sidewalk is placed. The top 4 inches must be square shaped.

#### 10-1.35.7 Conduit

Conduit shall conform to the provisions in Sections 86 and 87, "Electrical Systems," of the 2022 Caltrans Standard Specifications and these Special Provisions.

All conduits shall be schedule 80 electrical grade PVC unless otherwise noted or approved by the Engineer. Galvanized rigid steel conduit SHALL NOT be allowed as the final, installed material.

Depth of all new conduit shall conform to the provisions of Section 87-1.03B(3), "Conduit Installation Underground". The contractor shall verify depth of existing conduit(s) for conformance to Section 87-1.03B(3). In the event that existing conduit depth does not meet minimum requirements, the contractor shall relocate existing conduits and wiring as directed by the engineer.

Insulated bonding bushing will be required on all conduit.

All pull boxes shall be located behind the curb or at the locations shown on the plans.

Conduit ends shall be sealed after installation to preclude water and dirt infiltration prior to pulling conductors.

After conductors have been installed, the ends of conduits terminating in pull boxes, service and controller cabinets shall be sealed with "a duct seal" type of sealing compound.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, as specified in the third paragraph in Section 87-1.03B, "Conduit Installation," of the 2022 Caltrans Standard Specifications shall be used.

Only galvanized rigid steel conduit shall be used as a drilling or jacking rod, provided damaged or abraded sections are removed. Galvanized rigid steel conduit SHALL NOT be allowed as the final, installed material, only the drilling or jacking rod.

At locations where conduit is to be installed, by jacking or drilling as provided in Section 87-1.03B(3)(d), "Jack and Drill Method," of the 2022 Caltrans Standard Specifications, and if delay to any vehicle will not exceed two minutes, conduit may be installed by the "Conduit Installation by the Trenching-In-Pavement Method" as specified in said Section 87-1.03B(3)(iii).

Spreading and finishing of portland cement concrete surfacing shall be performed by any method which will produce a portland cement concrete surfacing of uniform smoothness, and texture equal to the adjacent surface.

The contract lump sum price for "Signals and Lighting" shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the

work involved in installing conduits including trenching or directional drilling, complete in place, as shown on the plans, or as directed by the Engineer.

#### 10-1.35.8 Pedestrian Push Buttons

Pedestrian push buttons shall conform to the provisions of Section 86-1.02T, "Accessible Pedestrian Signals," Section 86-1.02U, "Push Button Assemblies," of the 2022 Caltrans\_Standard Specifications, the most current Americans with Disabilities Act (ADA) requirements, and these Special Provisions.

Pedestrian push button housing shall be the metal type. Pedestrian push button shall be Accessible Pedestrian Signal Assembly per Standard Plan ES-5C, Detail A and conform to the most current American Disabilities Act (ADA) Specifications. Posts for pedestrian push buttons must comply with Section 56-3, "Standards, Poles, Pedestals, and Posts"

#### 10-1.35.9 **Detectors**

The Contractor shall protect in place existing detection system.

#### 10-1.35.10 Pull Boxes

Pull boxes shall conform to the provisions in Section 86-1.02C, "Pull Boxes," and Section 87-1.03C, "Installation of Pull Boxes" of the 2022 Caltrans Standard Specifications and these special provisions.

The pull boxes shall be placed according to Caltrans Standard Plan ES-1C and ES-8A.

Grout shall be placed in the bottom of pull boxes.

Pull boxes shall not be located in or within 1 foot of a curb access ramp. Pull boxes shall be placed with their tops flush with surrounding finished grade, except as required by the Engineer.

Pull boxes shall be installed at the locations shown on the plans. The Contractor may, at the Contractor's expense, install additional pull boxes to facilitate the work.

Pull boxes covers shall be marked with "Traffic Signal." The "Caltrans" cover marking is not allowed.

#### 10-1.35.11 Conductors, Wiring and Cables

Conductors and cables shall conform to the provisions in Section 86-1.02F, "Conductors and Cables," Section 87-1.03F, "Conductors and Cable Installations," Section 87-1.03H, "Conductors and Cables Splices," of the 2022 Caltrans Standard Specifications and these Special Provisions.

Conductors No. 10 AWG or larger, shall be spliced by the use of "C" shaped compression connectors as shown in the Standard Plans.

Splices shall be insulated by "Method B" as specified in Section 87-1.03H(2), "Splice Insulation Methods" of the 2022 Caltrans Standard Specifications.

Conductors shall be wrapped around projecting end of conduit in pull boxes. Cables shall be secured to the projecting end of conduit in pull boxes to prevent pulling of cables without removing the securing device.

The minimum insulation thickness, at any point, for Type USE, RHH, or RHW wire shall be 39 mils for conductor sizes No. 14 to No. 10, inclusive, and 51 mils for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 27 mils

for conductors sizes No. 14 to No. 10, inclusive, 40 mils for No. 8, and 54 mils for No. 6 to No. 2, inclusive.

#### 10-1.35.12 Service

The Contractor shall protect in place existing service equipment during construction.

#### 10-1.35.13 Bonding and Grounding

Bonding and grounding shall conform to the provisions in Section 86-1.02F(2)(c)(ii) "Bonding Jumpers and Equipment Grounding Conductors," of the 2022 Caltrans Standard Specifications and these Special Provisions.

Equipment bonding and grounding conductors are required in all conduits. A No. 8 minimum bare copper wire shall run continuously in circuits.

#### 10-1.35.14 Operational Testing

Operational test shall conform to the provisions in Section 87, "Electrical Systems," of the 2022 Caltrans Standard Specifications and these Special Provisions.

The Contractor shall arrange to have a signal technician, qualified to work on the new installed equipment.

The County will have their signal contractor on site to answer questions and to inspect the signal construction.

The Contractor shall notify Resident Engineer to make arrangements to be tested by County subcontractor (St. Francis Electric, LLC).

#### 10-1.35.15 Solid State Traffic Actuated Controllers

The Contractor shall protect in place existing signal equipment system.

The CONTRACTOR shall furnish and install any additional electronic equipment required to provide the desired signal operation as shown on the plans.

The CONTRACTOR must bid <u>exactly</u> to the specifications herein and the State Standard Specifications.

#### 10-1.35.16 Pedestrian Signal Faces

Pedestrian signals shall conform to the provisions in Section 86-1.02S, "Pedestrian Signal Faces," of the 2022 Caltrans Standard Specifications and these Special Provisions.

Pedestrian heads shall have light emitting diode (LED) pedestrian modules.

All pedestrian signals shall be the countdown type.

#### 10-1.35.17 Vehicle Signal Faces

No work to be performed on this project for vehicle signal phases.

#### 10-1.35.18 Video Detection System

No work to be performed on this project for video detection system.

#### 10-1.35.19 Emergency Vehicle Preemption System

No work to be performed on this project for Emergency vehicle preemption (EVP) system.

#### 10-1.35.20 Uninterruptable Power Supply (UPS)

No work to be performed on this project for uninterruptable power supply (UPS).

#### **10-1.35.21 LED Luminaires**

No work to be performed on this project for LED luminaires.

#### 10-1.35.22 Photoelectric Controls

No work to be performed on this project for photoelectric controls

#### 10-1.35.23 Mastarm Mounted Signs and Retroreflective Street Name Signs

No work to be performed on this project for the installation of retroreflective street name signs.

#### 10-2.23 Operational Testing

Operational testing of new installed equipment shall conform to the provisions in Section 87, "Electrical Systems," of the 2022 Caltrans Standard Specifications and these Special Provisions Operational

Perform functional test to show that each part of the system functions as specified.

The CONTRACTOR shall notify the County's Field Inspector, five (5) working days prior to the signal "Turn-On" and Functional Testing.

Turn-on of the traffic signal system shall not be made on Monday or Friday or the day preceding a legal holiday.

The County will have their signal contractor on site to answer questions and to inspect the signal construction. The CONTRACTOR shall notify the County's field inspector at least two weeks prior to the turn-on date to ensure a signal technician will be on site. Failure to do so may result in delaying the turn-on date.

#### 10-1.35.24 **Payment**

The contract lump sum price for "Signals and Lighting" shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals, and for doing all the work involved in constructing the traffic signals, complete in place, as shown on the plans, or as directed by the Engineer.

#### 10-1.36 THE AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

Title II of the Americans with Disabilities Act (ADA) of 1990 requires that public entities including state and local governments, ensure that persons with disabilities have access to the pedestrian routes in the public right of way.

Therefore, the Contractor shall adhere to the requirements of ADA. Any ramps or sidewalks built that failed to meet ADA shall be re-constructed according to the lines, grades and elevations as shown on the applicable Standard Drawings or approved Plans and all expenses thereof shall be borne by the Contractor. If the Contractor is delayed in the completion of the contract work as a direct result of the work described in this section, an extension of time as provided in the fifth paragraph of Section 8-1.07, "Delays", of the Standard Specifications, will be granted.

### Attention is directed to sections, "Miscellaneous Concrete Construction" and ADA Ramp Detectable Warning Surface" elsewhere in these Special Provisions.

The Contractor shall use the ADA Curb Ramp Guidelines and Inspection Sheet found elsewhere in these Special Provisions. Nothing herein shall relieve the Contractor of his responsibilities to comply with the ADA requirements. Full compensation for conforming to the requirements of this section including labor, materials, tools, equipment, and incidentals, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed, therefore.

#### 10-1.37 ENVIRONMENTAL MITIGATION MEASURES

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

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

The Contractor shall comply with the following mitigation measures:

#### **Biological Resources Conditions**

Because of the limited nature of the project activities and the disturbed nature of the project footprint we

have determined that project related activities will not directly impact any sensitive habitat and/or species.

However, to ensure no impacts to species, the following actions should be taken:

1. A qualified biological monitor will conduct a pre-construction desert tortoise survey of the staging areas and work areas within one week of the start of any work activities; if desert tortoise or sign are observed, a qualified full-time monitor will be on site during all work activities.

- 2. If work occurs during the nesting bird season (March 15 September 1), a preconstruction nesting bird survey must be conducted no more than three days prior to the start of work:
- 3. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored;
- 4. All staging areas will be surveyed and cleared by a biologist prior to equipment staging.
- 5. Any Joshua Tree (Yucca brevifolia) observed within or near the project area will be avoided.

#### **Cultural Resources Evaluation**

San Bernardino County Environmental Management Division Cultural Resources Specialists (CRS) conducted historical records search of the proposed project areas to assess potential impacts to historical and cultural features, if any, within the project footprint. It was determined that no historical or cultural features will be negatively impacted by the proposed project.

#### **Cultural Resources Conditions**

To ensure there are no impacts to historical or cultural resources, the following general conditions should be incorporated into project avoidance measures:

- 1. Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- 2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work

should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

#### **ENVIRONMENTAL DETERMINATION**

In compliance with the California Environmental Quality Act (CEQA), Environmental Management

Division (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 (c) 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 paved areas. No new work outside disturbed
- areas, existing rights-of-way, or temporary easements (i.e., existing shoulder-to-shoulder and/or
- curb-to-curb) will be performed without further environmental evaluations.
- 2. Material staging area shall be clearly delineated to keep equipment and trucks within existing paved
- areas. Further, project related vehicle access, maintenance activities, and equipment storage shall
- be restricted to established roads, designated access roads, maintenance right-of-way or temporary
- easements, 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 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) 387-7897, with any questions.

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

#### 10-1.38 DUST CONTROL

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

The Contractor shall furnish adequate dust control measures as provided in Section 10-5, "Dust Control," of the Standard Specifications and these Special Provisions during normal nonwork hours (e.g., nights, weekends, or holidays) encompassed within working days authorized in the contract and executed contract change orders, at no additional cost to the Department.

Additional dust control required during suspensions of work directed by the Engineer, for reasons stated in Section 8-1.06, "Suspensions" for which the Engineer authorizes extension of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05. "Changes and Extra work," of the Standard Specifications

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

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





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# Index 2024-1 Southern California basic trade journeyman rates

General prevailing wage determinations made by the director of industrial relations

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

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

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

#### Return to main table

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

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



Craft: Asbestos Worker, Heat and Frost Insulator #

**Determination:** 

SC-3-5-1-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

Page 2 of 3

**Determination:** 

SC-3-5-3-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

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

**Wages and Employer Payments:** 

wages and Link	Jioyei i aj	yiiiciits.									
	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
Hazardous											
Material	#20 00h	\$6.88 <sup>i</sup>	<b>₾C 47</b>	<b>#</b> 0.00	<u></u>	\$0.00	0.0	\$43.87	\$58.87	ΦE0.07	\$58.87 <sup>j</sup>
Handler	\$30.00 <sup>h</sup>	Φ0.00	\$6.17	\$0.00	\$0.82	\$0.00	8.0	ֆ43.0 <i>1</i>	φ30.07	\$58.87	φο.ο/
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 <a href="Director's General Prevailing Wage Determinations Website">Director's General Prevailing Wage Determinations Website</a> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### Travel and/or subsistence payment:

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

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

Page 3 of 3

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



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

<sup>&</sup>lt;sup>a</sup> Includes 5.5% of employee's gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

<sup>&</sup>lt;sup>b</sup> Includes \$0.01 for Occupational Health Plan.

<sup>&</sup>lt;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.

Craft: Asbestos and Lead Abatement (Laborer) #

**Determination:** 

SC-102-882-1-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

			1							1	
	Basic	Health	Pension	Vacation	Training	Otherb	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday <sup>a</sup>				Rate	Hourly	Hourly	Overtime
(Journeyperson)									Rate	Rate <sup>c</sup>	Hourly
,									(1 ½ X)	(1 ½ X)	Rate
									,	,	(2 X)
Asbestos and Lead	\$41.38	\$8.95	¢11.62	\$5.02	\$0.80	\$0.51	8	\$68.28	\$88.97	\$88.97	\$109.66
Abatement Worker	<b>Ф4</b> 1.30	\$6.95	\$11.02	φ3.02	φυ.ου	φυ.51	0	Φ00.20	Ф00.97	Ф00.97	\$109.00

#### Note:

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

#### Recognized holidays:

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

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

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<u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### Travel and/or subsistence payment:

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

<sup>&</sup>lt;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> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <a href="Prevailing Wage Apprentice Determinations">Prevailing Wage Apprentice Determinations</a> Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

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

<sup>&</sup>lt;sup>b</sup> Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

#### CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER\*

**Determination:** 

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

Issue Date:

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

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

#### **Determination:**

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

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

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

#### **Determination:**

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

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\*The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

#### **Wages and Employer Payments:**

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

#### Recognized holidays:

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

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#### **Travel and/or subsistence payment:**

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

#### Classifications:

#### **Group 1**

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

#### Group 2

AWS-CWI Welding Inspector Building/Construction Inspector Licensed Grading Inspector Reinforcing Steel Reinforced Concrete Pre-Tension Concrete Post-Tension Concrete

Structural Steel and Welding Inspector

Glue-Lam and truss Joints

Truss-Type Joint Construction

Shear Wall and Floor System used as diaphragms

Concrete batch Plant

Spray-Applied Fireproofing

Structural masonry

#### **Group 3**

Nondestructive Testing (NDT)

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

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

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see Page 4.

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

<sup>&</sup>lt;sup>c</sup> Includes an amount withheld for supplemental dues.

<sup>&</sup>lt;sup>d</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>&</sup>lt;sup>e</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<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: Carpenter and Related Trades#

**Determination:** 

SC-23-31-2-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

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

#### **Determination:**

SC-31-741-1-2023-1

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

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

wages and Employer rayments	<b>3.</b>									
	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>j</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-23-31-2-2024-1 and SC-31-741-1-2023-1

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#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

- <sup>e</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.
- f A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.
- <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> For specific rates over 50 ft depth, contact the Office of the Director Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.
- Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

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

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

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

<sup>&</sup>lt;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>&</sup>lt;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.

Craft: Cement Mason#

**Determination:** 

SC-23-203-2-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

wayes and Employer rayments.	1										
	Basic	Health	Pension		Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
(Journeyperson)				а					Rate	Rate	Hourly
									(1 ½ X) b	(1 ½ X) b	Rate
									,	С ,	(2 X)
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$44.00	\$8.50	\$10.63	\$7.34	\$0.64	\$0.24	8.0	\$71.35	\$93.35	\$93.35	\$115.35
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$44.12	\$8.50	\$10.63	\$7.34	\$0.64	\$0.24	8.0	\$71.47	\$93.53	\$93.53	\$115.59

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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

<sup>&</sup>lt;sup>a</sup> Includes an amount for supplemental dues,

<sup>&</sup>lt;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>&</sup>lt;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: CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER) #

**Determination:** 

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

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments):

wages and total nourly rates (including employer payments):													
Classification <sup>a</sup> (Journeyperson)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)							
Group 1	\$57.25	8	\$90.06	\$118.685	\$118.685	\$147.310							
Group 2	\$58.03	8	\$90.84	\$119.855	\$119.855	\$148.870							
Group 3	\$58.32	8	\$91.13	\$120.290	\$120.290	\$149.450							
Group 4	\$58.46	8	\$91.27	\$120.500	\$120.500	\$149.730							
Group 5	\$58.68	8	\$91.49	\$120.830	\$120.830	\$150.170							
Group 6	\$58.79	8	\$91.60	\$120.995	\$120.995	\$150.390							
Group 7	\$58.91	8	\$91.72	\$121.175	\$121.175	\$150.630							
Group 8	\$59.08	8	\$91.89	\$121.430	\$121.430	\$150.970							
Group 9	\$59.25	8	\$92.06	\$121.685	\$121.685	\$151.310							
Group 10	\$60.25	8	\$93.06	\$123.185	\$123.185	\$153.310							
Group 11	\$61.25	8	\$94.06	\$124.685	\$124.685	\$155.310							
Group 12	\$62.25	8	\$95.06	\$126.185	\$126.185	\$157.310							
Group 13	\$63.25	8	\$96.06	\$127.685	\$127.685	\$159.310							

**Employer Payments:** 

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

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

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

**Determination:** 

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

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments)

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

**Employer Payments:** 

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

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

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

#### **Determination:**

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

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\*The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments)

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

#### **Employer Payments:**

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

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#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### **Classifications:**

#### Group 1

**Engineer Oiler** 

#### **Group 2**

Truck Crane Oiler

#### Group 3

A-Frame or Winch Truck Operator Ross Carrier Operator (Jobsite)

#### **Group 4**

Bridge-Type Unloader and Turntable Operator Helicopter Hoist Operator Ojjo Earth Truss Driver Machine Operator or similar types Snobble Unit (pin-n-go or similar type)

#### Group 5

Hydraulic Boom Truck/Knuckleboom Stinger Crane (Austin-Western or similar type) Tugger Hoist Operator (1 drum)

#### **Group 6**

Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist and/or Manlift Operator
Polar Gantry Crane Operator
Prentice Self-Loader
Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over 3/4 yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

#### Group 7

Pedestal Crane Operator
Shovel, Dragline, Clamshell Operator (over 5 cu
yds, M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

#### **Group 8**

Crane Operator (up to and including 25 ton capacity)

**Crawler Transporter Operator** 

Derrick Barge Operator (up to and including 25 ton capacity)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)

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

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/IFundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. yrds.)

#### Group 11

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

#### **Group 12**

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

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

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

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

#### **Group 13**

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

#### **MISCELLANEOUS PROVISIONS:**

- 1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- 2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive two dollars per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see Pages 4 and 5.

<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.

f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

Craft: Dredger (Operating Engineer)#

**Determination:** 

SC-63-12-23-2023-2

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

July 31, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

Page 2 of 2

	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) <sup>c</sup>	(2 X)	(3X)
Dozer Operator	\$58.13	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$94.48	\$123.545	\$123.545	\$152.61	\$210.74
Hydrographic	\$59.56	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$95.91	\$125.690	\$125.690	\$155.47	\$215.03
Surveyor												
Barge Mate	\$57.54	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$93.89	\$122.660	\$122.660	\$151.43	\$208.97
Welder	\$59.52	\$12.85	\$15.15	\$7.15	\$1.05	\$0.15	8	\$95.87	\$125.630	\$125.630	\$155.39	\$214.91

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

#### **MISCELLANEOUS PROVISION:**

Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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

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

<sup>&</sup>lt;sup>b</sup> Includes an amount for supplemental dues.

<sup>&</sup>lt;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.

Craft: Drywall Installer/Lather (Carpenter)#

**Determination:** 

SC-31-X-41-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### **Determination:**

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

#### **Issue Date:**

February 22, 2024

#### **Expiration date of determination:**

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

Determination: SC-31-X-41

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#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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

<sup>&</sup>lt;sup>a</sup> Includes an amount per hour worked for supplemental dues.

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

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

Craft: 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>.

**Wages and Employer Payments:** 

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) d	Saturday Overtime Hourly Rate (1 ½ X) d	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$66.63	\$16.175	\$20.96	\$6.05	\$0.75	\$1.30	8.0	\$111.865	\$145.180	\$145.180	\$178.495
Mechanic (employed in industry more than 5 years)	\$66.63	\$16.175	\$20.96	\$7.39	\$0.75	\$1.30	8.0	\$113.205	\$146.520	\$146.520	\$179.835
Helper <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 <a href="Director's General Prevailing Wage Determinations Website">Director's General Prevailing Wage Determinations Website</a> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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#### Travel and/or subsistence payment:

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

<sup>&</sup>lt;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.



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

<sup>&</sup>lt;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>&</sup>lt;sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>&</sup>lt;sup>c</sup> Includes an amount for 8 paid holidays.

<sup>&</sup>lt;sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

Craft: Fence Builder (Carpenter)#

**Determination:** 

SC-23-31-20-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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<sup>&</sup>lt;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> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <a href="Prevailing Wage Apprentice Determinations">Prevailing Wage Apprentice Determinations</a>
<a href="Website">Website</a> (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

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

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

**Craft: Fire Safety and Miscellaneous Sealing** 

**Determination:** 

SC-3-5-4-2021-1

**Issue Date:** 

August 22, 2021

#### **Expiration date of determination:**

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

#### Localities:

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

**Wages and Employer Payments:** 

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

Page 2 of 5

Wages and Employer Payments (Shift):

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

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**Determination:** 

SC-204-X-18-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

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

#### Localities:

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

**Wages and Employer Payments:** 

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

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Wages and Employer Payments (Shift):

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	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily and	Sunday/	Sunday/
	Hourly	and		and				Hourly	Saturday	Holiday	Holiday
Classification	Rate d	Welfare		Holiday <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 <a href="Director's General Prevailing Wage Determinations Website">Director's General Prevailing Wage Determinations Website</a> (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.

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<sup>&</sup>lt;sup>1</sup> Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.



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

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

<sup>&</sup>lt;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.

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

**Craft: Gunite Worker (Laborer)** 

**Determination:** 

SC-102-345-1-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

Classification (Journeyperson)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation and Holiday	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) °	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (2 X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Ground Wire Man, Nozzleman, Rodman	\$51.10	\$8.95	\$8.80	\$6.35	\$0.09	8.0	\$75.29	\$100.84	\$126.39	\$100.84	\$126.39	\$126.39
Gunman	\$50.15	\$8.95	\$8.80	\$6.35	\$0.09	8.0	\$74.34	\$99.415	\$124.49	\$99.415	\$124.49	\$124.49
Reboundman	\$46.61	\$8.95	\$8.80	\$6.35	\$0.09	8.0	\$70.80	\$94.105	\$117.41	\$94.105	\$117.41	\$117.41
Entry-Level Gunite Worker Step 1 <sup>f</sup> (0-1000 hours)	\$33.46	\$5.88	\$8.80	\$6.35	\$0.06	8.0	\$54.55	\$71.28	\$88.01	\$71.28	\$88.01	\$88.01
Entry-Level Gunite Worker Step 2 <sup>f</sup> (1001- 2000 hours)	\$35.46	\$5.88	\$8.80	\$6.35	\$0.06	8.0	\$56.55	\$74.28	\$92.01	\$74.28	\$92.01	\$92.01

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

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#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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

<sup>&</sup>lt;sup>c</sup> Rate applies to the first 3 overtime hours.

<sup>&</sup>lt;sup>d</sup> Rate applies to the first 11 overtime hours.

e In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

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

Craft: Horizontal Directional Drilling (Laborer)#

**Determination:** 

SC-102-1184-1-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

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

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<u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### Travel and/or subsistence payment:

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

b In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.



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

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

**Craft: Housemover (Laborer)** 

**Determination:** 

SC-102-507-1-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

#### **Travel and/or subsistence payment:**

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

Determination: SC-102-507-1-2023-1

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<sup>a</sup> Includes Supplemental Dues contribution.

<sup>&</sup>lt;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>b</sup> Include an amount for Contract Administration Fund (\$0.07), Contract Compliance Trust Fund (\$0.30), Industry Fund (\$0.08), and Laborers Trusts' Administrative Trust Fund (\$0.06).

<sup>&</sup>lt;sup>c</sup> Any hours over 12 hours in a single workday are double time.

Craft: Laborer and Related Classifications #

**Determination:** 

SC-23-102-2-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

Tragos ana Employor r aymo									1	1	I
	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) <sup>c</sup>	(1 ½ X)	Rate
									,	cd	(2 X)
Group 1	\$41.38	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$68.39	\$89.080	\$89.080	\$109.770
Group 2	\$41.93	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$68.94	\$89.905	\$89.905	\$110.870
Group 3	\$42.48	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$69.49	\$90.730	\$90.730	\$111.970
Group 4	\$44.03	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$71.04	\$93.055	\$93.055	\$115.070
Group 5	\$44.38	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8.0	\$71.39	\$93.580	\$93.580	\$115.770
•			•		•					•	

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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

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, Come-

Alongs, 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

Pipelayer

Prefabricated Manhole Installer

Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast

Subsurface Imaging Laborer

Traffic Lane Closure, certified

#### Group 5

Blasters Powderman

Driller

Toxic Waste Removal

Welding, certified or otherwise in connection with Laborers' work

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#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

<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> For classification within each group, see next page.

<sup>&</sup>lt;sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>&</sup>lt;sup>c</sup> Any hours worked over 12 hours in a single workday are double (2) time.

<sup>&</sup>lt;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: Landfill Worker (Operating Engineer)** 

**Determination:** 

SC-63-12-41-2023-2

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

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

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#### Travel and/or subsistence payment:

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

<sup>&</sup>lt;sup>a</sup> Includes amounts for Sick Leave and Health Insurance that apply to the first 173.33 hours worked per month.

<sup>&</sup>lt;sup>b</sup> This amount applies to the first 173.33 hours worked per month.

<sup>&</sup>lt;sup>c</sup> Computation is based on the first year of employment. This rate should be increased by any applicable vacation increase as stated in the other footnotes.

<sup>&</sup>lt;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>&</sup>lt;sup>e</sup> \$1.43 after 2 years of service; \$2.14 after 5 years of service.

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

<sup>&</sup>lt;sup>9</sup> \$1.18 after 2 years of service; \$1.77 after 5 years of service.

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

<sup>\$0.75</sup> after 2 years of service; \$1.13 after 5 years of service.

Craft: LANDSCAPE/IRRIGATION LABORER/TENDER#

**Determination:** 

SC-102-X-14-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

July 31, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### **Determination:**

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

#### **Issue Date:**

February 22, 2024

#### **Expiration date of determination:**

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

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

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#### Localities:

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

**Wages and Employer Payments:** 

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	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
Classification									Rate <sup>b</sup>	Rate <sup>b c</sup>	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Landscape/Irrigation Tender d	\$20.80	\$3.60	\$2.19	\$1.18	\$0.00	\$0.00	8.0	\$27.77	\$38.170	\$38.170	\$48.570

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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

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

<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.

<sup>&</sup>lt;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.

### GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

#### **Craft: Landscape Maintenance Laborer**

(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction) a

**Determination:** 

SC-LML-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

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

**Wages and Employer Payments:** 

	Basic	Health	Pension	Vacation	Holiday	Training	Hours	Total	Overtime
L a salife.	Hourly	and						Hourly	Hourly
Locality	Rate	Welfare						Rate	Rate
									(1 ½ X)
Imperial	\$16.00	\$0.00	\$0.00	\$0.115 <sup>b</sup>	\$0.17	\$0.00	8.0	\$16.285°	\$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 <sup>c</sup>
Los Angeles	\$16.00	\$0.89	\$0.00	\$0.115 <sup>f</sup>	\$0.14	\$0.00	8.0	\$17.145°	\$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	\$16.00	\$0.00	\$0.00	\$0.20 <sup>h</sup>	\$0.16	\$0.00	8.0	\$16.36°	\$24.36°
San Diego	\$16.00	\$0.00	\$0.00	\$0.22	\$0.115	\$0.00	8.0	\$16.335	\$24.335
	\$16.00	\$0.00	\$0.00	\$0.24	\$0.12	\$0.00	8.0	\$16.36	\$24.36
San Luis Obispo	\$16.00	\$0.00	\$0.00	\$0.15 <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°
	\$16.00	\$0.00	\$0.00	\$0.13 <sup>1</sup>	\$0.13	\$0.00	8.0	\$16.26°	\$24.26°
Ventura	\$16.00	\$0.00	\$0.00	\$0.115	\$0.16	\$0.00	8.0	\$16.275	\$24.275
	\$16.00	\$2.97	\$0.00	\$0.19 <sup>m</sup>	\$0.26	\$0.00	8.0	\$19.42°	\$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.

Determination: SC-LML-2024-1

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#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

<sup>a</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work 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.

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

d \$0.31 after 2 years of service.

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

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

<sup>g</sup> \$0.22 after 4 years of service.

h \$0.40 after 3 years of service.

\$0.29 after 2 years of service.

\$0.31 after 2 years of service.

k \$0.23 after 2 years of service.

1 \$0.27 after 2 years of service.

<sup>m</sup> \$0.38 after 3 years of service.

Craft: Landscape Operating Engineer#

**Determination:** 

SC-63-12-33-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

October 31, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

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

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#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

<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>&</sup>lt;sup>a</sup> Includes an amount for the Defined Contribution Plan (Annuity).

b Includes an amount per hour worked for supplemental dues.

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

<sup>&</sup>lt;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: Light Fixture Maintenance** 

**Determination:** 

SC-830-61-1-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

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

#### Localities:

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

**Wages and Employer Payments:** 

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

#### **Determination:**

SC-830-61-2-2024-1

#### **Issue Date:**

February 22, 2024

#### **Expiration date of determination:**

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

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

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#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

Craft: Modular Furniture Installer (Carpenter)#

**Determination:** 

SC-23-31-16-2024-1

**Issue Date:** 

February 22, 2024

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	6 <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
									Rate <sup>b</sup>	Hourly	Overtime
(Journeyperson)									(1 ½ X)	Rate <sup>b</sup>	Hourly
										(1 ½ X)	Rate
											(2 X)
Modular Installer: Installer	\$22.00	\$6.21	\$2.50	\$3.10	\$0.10	\$0.03	8.0	\$33.94	\$44.94	\$44.94	\$55.94
Modular Installer: Lead Installer	\$24.00	\$6.21	\$2.50	\$3.10	\$0.10	\$0.03	8.0	\$35.94	\$47.94	\$47.94	\$59.94

#### Recognized holidays:

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

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

Page 2 of 2

#### Travel and/or subsistence payment:

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

<sup>&</sup>lt;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.



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

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

**CRAFT: OPERATING ENGINEER**#

#### **Determination:**

SC-23-63-2-2023-2

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments)

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

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**Employer Payments:** 

<u> </u>	
Type of Fund	Amount per Hour
Health and Welfare	\$12.85
Pension <sup>d</sup>	\$14.65
Vacation and Holiday <sup>e</sup>	\$3.85
Training	\$1.05
Other	\$0.41

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



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

CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #

#### **Determination:**

SC-23-63-2-2023-2

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

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#### **Employer Payments:**

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



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

CRAFT: OPERATING ENGINEER (MULTI-SHIFT)#

#### **Determination:**

SC-23-63-2-2023-2

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

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

#### **Employer Payments:**

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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#### Classifications:

Group 1

Bargeman

Brakeman

**Compressor Operator** 

Ditchwitch, with seat or similar type equipment

Elevator Operator - Inside

**Engineer Oiler** 

Forklift Operator (includes loed, lull or similar types

under 5 tons)

Generator Operator

Generator, Pump or Compressor Plant Operator

Heavy Duty Repairman Helper

Inertial Profiler Operator

Pump Operator

Signalman

Switchman

#### Group 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)

Coil Tubing Rig Operator

Concrete Mixer Operator – Skip Type

**Conveyor Operator** 

Fireman

Forklift Operator (includes loed, lull or similar types

– over 5 tons)

Hydrostatic Pump Operator

Oiler Crusher (Asphalt or Concrete Plant)

Petromat Laydown Machine

PJU Side Dump Jack

Rotary Drill Helper (Oilfield)

Screening and Conveyor Machine Operator (or

similar types)

Skiploader (Wheel type up to ¾ yd. without

attachment)

Tar Pot Fireman

**Temporary Heating Plant Operator** 

Trenching Machine Oiler

#### Group 3

Asphalt Rubber Blend Operator

Bobcat or similar type (Skid Steer, with all

attachments)

Equipment Greaser (rack)

Ford Ferguson (with dragtype attachments)

Helicopter Radioman (ground)

Stationary Pipe Wrapping and Cleaning Machine Operator

#### **Group 4**

Asphalt Plant Fireman

Backhoe Operator (mini-max or similar type)

**Boring Machine Operator** 

Boring System Electronic Tracking Locator

Boxman or Mixerman (asphalt or concrete)

Chip Spreading Machine Operator

Concrete Cleaning Decontamination Machine

Operator

Concrete Pump Operator (small portable)

Drilling Machine Operator, Small Auger types

(Texoma Super Economatic, or similar types – Hughes 100 or 200, or similar types - drilling

depth of 30 maximum)

Equipment Greaser (grease truck)

Excavator Track/Rubber-Tired-with all attachments

(Operating weight under 21,000 lbs)

Guard Rail Post Driver Operator

Highline Cableway Signalman

Hydra-Hammer-Aero Stomper

Hydraulic Casing Oscillator Operator – drilling depth

of 30' maximum

Micro Tunneling Operator (above ground tunnel)

Power Concrete Curing Machine Operator

Power Concrete Saw Operator

Power – Driver Jumbo Form Setter Operator

Power Sweeper Operator

Rock Wheel Saw/Trencher

Roller Operator (compacting)

Screed Operator (asphalt or concrete)

Trenching Machine Operator (up to 6 ft.)

Vacuum or Muck Truck

#### Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

#### **Group 6**

Articulating Material Hauler

Asphalt Plant Engineer

**Batch Plant Operator** 

Bit Sharpener

Concrete Joint Machine Operator (canal and similar

type)

Concrete Placer Operator

Concrete Planer Operator

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**Dandy Digger** 

**Deck Engine Operator** 

**Deck Engineer** 

Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calweld 100 bucker or similar types – Watson 1000 auger or similar types – Texoma 330, 500 or 600 auger or similar types – drilling depth of 45' maximum)

Drilling Machine Operator (including water wells)

Forced Feed Loader

Hydraulic Casing Oscillator Operator – drilling depth of 45' maximum

Hydro Seeder Machine Operator (straw, pulp or seed)

Jackson Track Maintainer, or similar type

Kalamazoo Switch Tamper, or similar type

Machine Tool Operator

Maginnis Internal Full Slab Vibrator

Mechanical Berm, Curb or Gutter (concrete or asphalt)

Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)

Micro Tunnel System Operator (below ground)

**Pavement Breaker Operator** 

Railcar Mover

Road Oil Mixing Machine Operator

Roller Operator (asphalt or finish)

Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)

Self-Propelled Tar Pipelining Machine Operator

Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 11/2 yds.)

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tractor Operator – Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flyweel and similar types, up to and including D-5 and similar types)

Tugger Hoist Operator (1 drum)

Ultra High Pressure Waterjet Cutting Tool System Operator

Vacuum Blasting Machine Operator

Volumetric Mixer Operator

Welder - General

Group 7 (for multi-shift rate, see Pages 5 and 6)

Welder - General (Multi-Shift)

#### **Group 8**

Asphalt or Concrete Spreading Operator (tamping or finishing)

Asphalt Paving Machine Operator (barber greene or similar type, one (1) Screedman)

Asphalt-Rubber Distributor Operator

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

Backhoe Operator (over ¾ yd. and up to 5 cu. yds. M.R.C.)

Barrier Rail Mover (BTM Series 200 or similar types)

Cast in Place Pipe Laying Machine Operator

Cold Foamed Asphalt Recycler

Combination Mixer and Compressor Operator (gunite work)

Compactor Operator - Self Propelled

Concrete Mixer Operator - Paving

**Crushing Plant Operator** 

**Drill Doctor** 

Drilling Machine Operator, Bucket or Auger types (Calweld 150 bucker or similar types – Watson 1500, 2000, 2500 auger or similar types – Texoma 700, 800 auger or similar types – drilling depth of 60' maximum)

Elevating Grader Operator

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

Global Positioning System/GPS (or Technician)

**Grade Checker** 

**Gradall Operator** 

**Grouting Machine Operator** 

Heavy Duty Repairman/Pump Installer

Heavy Equipment Robotics Operator

Hydraulic Casing Oscillator Operator – drilling depth of 60' maximum

Hydraulic Operated Grout Plant (excludes hand loading)

Kalamazoo Ballast Regulator or similar type

Klemm Drill Operator or similar types

Kolman Belt Loader and similar type

Le Tourneau Blob Compactor or similar type Lo Drill

Loader Operator (Athey, Euclid, Sierra and similar types)

Master Environmental Maintenance Mechanic

Mobark Chipper or similar types

Ozzie Padder or similar types

P.C. 490 Slot Saw

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Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Prentice 721E Hydro-Ax

Pumpcrete Gun Operator

Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)

Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine – up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type – John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator Shuttle Buggy

Skiploader Operator (crawler and wheel type over 1 ½ yds. up to and including 6 ½ yds.)

Soil Remediation Plant Operator (CMI, Envirotech or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

**Speed Swing Operator** 

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

Tractor Operator (any type larger than D-5 – 100 flyweel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator)

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

Group 9 (for multi-shift rate, see Pages 5 and 6) Heavy Duty Repairman (Multi-Shift)

#### **Group 10**

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

**Dual Drum Mixer** 

Dynamic Compactor LDC350 or similar types Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 ½ yds.)

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

Welder - Certified

Woods Mixer Operator (and similar pugmill equipment)

#### Group 11 (for multi-shift rate, see Pages 5 and 6)

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder - Certified (Multi-Shift)

#### **Group 12**

**Auto Grader Operator** 

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum)

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Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator – less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-auger type self-loading – (two (2) or more units)

#### **Group 13**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

#### **Group 14**

**Canal Liner Operator** 

**Canal Trimmer Operator** 

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 300' maximum)

Remote Controlled Earth Moving Operator (\$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour)

#### **Group 15**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

#### Group 16

Excavator Track/Rubber Tired – with all attachments (Operating Weight exceeding 200,000 lbs.)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar, over 25 yds. and up to 50 yds. struck)

#### **Group 17**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Push-Pull System (multiple engine, euclid, caterpillar, and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem – Quad 9 and similar type)

#### Group 18

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, up to and
including 25 yds. struck)

#### Group 19

Rotex Concrete Belt Operator

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, caterpillar,
euclid, athey wagon, and similar types with any
and all attachments over 25 yds. and up to and
including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engines, up to and including 25 yds. struck)

#### Group 20

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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#### **Group 21**

Rubber-Tired Earth Moving Equipment Operator, Operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

#### Group 22

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

#### Group 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck) Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

#### Group 24

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (single engine, over 50 yds. Struck)
Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push Pull

Operating Equipment Woving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

#### Group 25

Concrete Pump Operator-Truck Mounted
Pedestal Concrete Pump Operator
Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck

#### **MISCELLANEOUS PROVISIONS:**

- 1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
- 2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
- 4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <a href="Prevailing Wage">Prevailing Wage</a> Apprentice Determinations Website (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.

f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

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

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

**Determination:** 

SC-23-102-6-2023-2

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

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#### Travel and/or subsistence payment:

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

#### 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 Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

<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>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>&</sup>lt;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.

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

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

#### **Determination:**

SC-23-261-2-2023-1

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments)

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

**Employer Payments:** 

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

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Wages and total hourly rates (including employer payments):

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

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:** 

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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

#### **Determination:**

SC-23-261-2-2023-1

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments):

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

**Employer Payments:** 

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

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Wages and total hourly rates (including employer payments):

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

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:** 

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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

#### **Determination:**

SC-23-261-2-2023-1

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

Wages and total hourly rates (including employer payments):

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

**Employer Payments:** 

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

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Wages and total hourly rates (including employer payments):

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

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:** 

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

#### Recognized holidays:

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

#### Travel and/or subsistence payment:

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

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#### Classifications:

#### Group I

Warehouseman and Teamster

#### Group II

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

Truck Mounted Power Broom

#### **Group III**

Driver of Vehicle or Combination of Vehicles - 3 axles Bootman Cement Mason Distribution Truck

Fuel Truck Driver Water Truck - 2 axles

Dump Truck of less than 16 yards water level

**Erosion Control Driver** 

#### **Group IV**

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

#### **Group V**

Water Truck 3 or more axles Warehouseman Clerk Slurry Truck Driver

#### **Group VI**

Driver of Transit Mix Truck - 3 yds or more
Dumpcrete Truck 6½ yds water level and over
Driver of Vehicle or Combination of Vehicles - 4 or
more axles

Driver of Oil Spreader Truck

Dump Truck 16 yds to 25 yds water level

Side Dump Trucks Flow Boy Dump Trucks

#### **Group VII**

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

#### **Group VIII**

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

#### Group IX

Truck Repairman Welder Low Bed Driver, 9 axles or over

#### Group X

Working Truck Driver

Truck Greaser and Tireman - \$0.50 additional for Tireman

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

Dump Truck and Articulating - 50 yards or more water level

Water Pull Single Engine with attachment

#### Group XI

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

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <a href="Prevailing Wage">Prevailing Wage</a> Apprentice Determinations Website (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>c</sup> Includes an amount for Supplemental Dues.

<sup>&</sup>lt;sup>d</sup> Subjourneymen may be employed at a ratio of one subjourneyman for every five journeymen.

<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.

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

Craft: TREE MAINTENANCE (LABORER) 1

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

#### **Determination:**

SC-102-X-20-2023-1

#### Issue Date:

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

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

#### Recognized holidays:

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

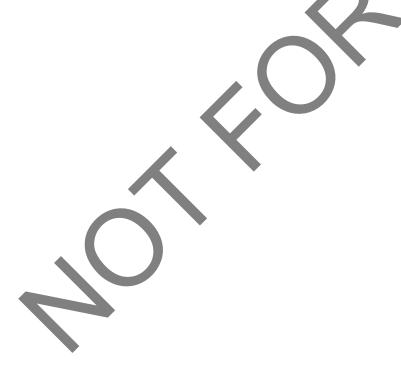
Determination: SC-102-X-20-2023-1

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#### Travel and/or subsistence payment:

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

<sup>&</sup>lt;sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.



<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

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

**CRAFT: TUNNEL WORKER (LABORER)** 

**Determination:** 

SC-23-102-12-2023-1

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

**Wages and Employer Payments:** 

				<b>~</b>					Daily	Saturday	Sunday/
Classification <sup>a</sup>	Basic	Health		Vacation/				Total	Overtime	Overtime	Holiday
	Hourly	and	Pension	Holiday <sup>b</sup>	Training	Other	Hours	Hourly	Hourly	Hourly	Overtime
(Journeyperson)	Rate	Welfare		Hollday				Rate	Rate <sup>c</sup>	Rate <sup>c</sup>	Hourly Rate
									(1½ X)	(1½ X)	(2 X)
Group I	\$48.03	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$75.040	\$99.055	\$99.055	\$123.070
Group II	\$48.35	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$75.360	\$99.535	\$99.535	\$123.710
Group III	\$48.81	\$8.95	<b>\$1</b> 1.62	\$5.02	\$0.75	\$0.67	8	\$75.820	\$100.225	\$100.225	\$124.630
Group IV <sup>d</sup>	\$49.50	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$76.510	\$101.260	\$101.260	\$126.010
Group V	\$50.35	\$8.95	\$11.62	\$5.02	\$0.75	\$0.67	8	\$77.360	\$102.535	\$102.535	\$127.710

#### Recognized holidays:

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

Page 2 of 2

#### Travel and/or subsistence payment:

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

#### **Classifications:**

**Group I** 

**Batch Plant Laborer** 

**Bottom Lander** 

Changehouseman

Dumpman

**Outside Dumpman** 

Loading and Unloading Agitator Cars

Nipper

Pot Tender using mastic or other materials

Rollover Dumpman

Shotcrete Man (helper)

Subsurface Laborer (non-miner)

Swamper/Brakemen (Brakeman and

Switchman on tunnel work)

Tool Man

Top Lander

Tunnel Materials Handling Man

**Group II** 

Chemical Grout Jetman

Chucktender, Cabletender

Concrete crew-include Rodders and

Spreaders

**Grout Mixerman** 

**Grout Pumpman** 

Operating of Troweling and/or Grouting

Machines

Vibratorman, Jack Hammer Pneumatic Tools

(except driller)

**Group III** 

Blaster, Driller, Powderman

Bull Gang Mucker, Trackman

Cherry Pickerman

**Grout Gunman** 

Jackleg Miner

Jumbo Man

Kemper and other Pneumatic Concrete

Placer Operator

Micro-Tunneling, Micro-Tunneling Systems

Nozzleman

Powderman-Primer House

Primer Man

Sandblaster

Segment Erector

Steel Form Raiser and Setter

Timberman, Retimberman, wood or steel

Tunnel Concrete Finisher

Group IV

Shaft and Raise Workd

**Diamond Driller** 

**HDPE Membrane Vapor Barrier Welder** 

Miner - Tunnel (hand or machine)

Group V

Welder, certified as required

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

<sup>&</sup>lt;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.

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

CRAFT: TUNNEL (OPERATING ENGINEER)#

**Determination:** 

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

**Issue Date:** 

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

#### **Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	<sup>*</sup> \$12.85
Pension <sup>d</sup>	\$14.65
Vacation and Holiday <sup>e</sup>	\$3.85
Training	\$1.05
Other	\$0.41

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-23-63-2-2023-2C

#### **Issue Date:**

August 22, 2023

#### **Expiration date of determination:**

June 30, 2024\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

#### Localities:

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

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

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

#### **Employer Payments:**

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

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 <a href="Director's General Prevailing Wage Determinations Website">Director's General Prevailing Wage Determinations Website</a> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### Travel and/or subsistence payment:

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

Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### **Classifications:**

#### Group 1

Heavy Duty Repairman Helper

#### Group 2

Skiploader (wheel type up to ¾ yd. without attachment)

#### Group 3

Chainman

Power-Driver Jumbo Form Setter Operator

#### Group 4

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

Rodman

#### **Group 5**

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder-General

#### Group 6

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar types

Drill Doctor

**Grouting Machine Operator** 

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd rubber tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (Tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

#### Group 7

Heavy Duty Repairman-Welder Combination

#### **Group 8**

Party Chief

#### **Group 9**

**Tunnel Mole Boring Machine Operator** 

Page 4 of 4

#### **MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.

- 2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

e Includes an amount withheld for supplemental dues.



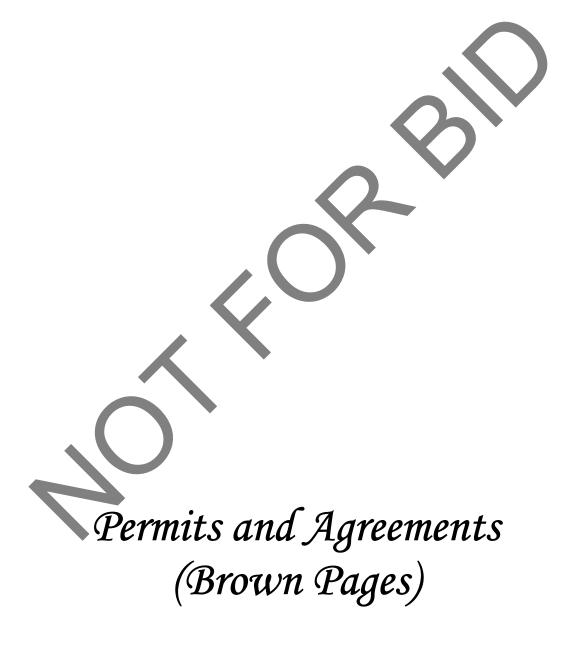
<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <a href="Prevailing Wage">Prevailing Wage</a> Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see Page 3.

<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.

d Includes an amount for Annuity.



inserted here

CEQA/NOE

**ARPA Special Conditions** 





### **Interoffice Memo**

**DATE** May 29, 2024 **PHONE** 387-8109

FROM ARLENE B. CHUN, M.S. P.E., Engineering Manager AMMIL CODE 0835

**Environmental Management Division** 

TO CHRIS NGUYEN, P.E., Engineering Manager

Transportation Design Division

File: Yard 11; Phelan Rd Overlay (H15269)

SUBJECT: REVISED CEQA - PHELAN ROAD OVERLAY (H15269)

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

The San Bernardino County Public Works Department proposes street maintenace and minor improvements to Phelan Road in the unincorporated area of Phelan, San Bernardino County. Work generally includes mill and overlay of existing roadway, full depth reconstruction at isolated locations along the project limits, traffic signal modification and ADA ramp improvements.

Project activities are planned along an approximately 8-mile stretch, from 700- feet west of Beekley Road to 400-feet east of Baldy Mesa Road. This work involves pavement reconstruction, pavement rehabilitation, curb and gutter, Americans with Disabilities Act (ADA) curb ramps at various locations in accordance with current design standards and pursuant to the ADA guidelines, traffic signal modification, traffic striping, signings, and pavement markers. Equipment planned for use on this project will include, but is not limited to: Rollers, backhoe, loader, trucks.

No traffic detours or nighttime construction are planned at this time. No relocation of utilities is anticipated. Construction duration is anticipated to occur for approximately 9-months. 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. No construction will occur during these times.

#### **Biological Resources Evaluation**

San Bernardino County Environmental Management Division (EMD) Ecological Resources Specialists (ERS) conducted a site survey and academic review of the proposed project site and available documents. A review of the California Natural Diversity Database (CNDDB attached) was performed. The Phelan and Baldy Mesa quadrangles contain records for desert tortoise, a federally and state listed threatened species, and Mohave ground squirrel, a state listed threatened species. There are no records for either species within the immediate vicinity of the Project area. The likelihood of these species being present within the work area is very low due to residential development and high traffic activity.

A site review indicates that the vegetation in the surrounding area is desert scrub, dominated by creosote (*Larrea tridentate*) and saltbush (*Atriplex sp.*) and some ornamental landscaping. The area could support numerous nesting bird species during nesting bird season.

#### **Biological Resources Conditions**

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

- 1. A qualified biological monitor will conduct a pre-construction desert tortoise survey of the staging areas and work areas within one week of the start of any work activities; if desert tortoise or sign are observed, a qualified full-time monitor will be on site during all work activities.
- 2. If work occurs during the nesting bird season (March 15 September 1), a preconstruction nesting bird survey must be conducted no more than three days prior to the start of work.
- 3. If active nests are detected, appropriate avoidance buffers will be established and work activities within the vicinity of the nest will be monitored.
- 4. All staging areas will be surveyed and cleared by a biologist prior to equipment staging.
- 5. Any Joshua Tree (Yucca brevifolia) observed within or near the project area will be avoided.

#### **Cultural Resources Evaluation**

San Bernardino County EMD Cultural Resources Specialists (CRS) conducted historical records search of the proposed project areas to assess potential impacts to historical and cultural features, if any, within the project footprint. It was determined that no historical or cultural features will be negatively impacted by the proposed project.

#### **Cultural Resources Conditions**

To ensure there are no impacts to historical or cultural resources, the following general conditions should be incorporated into project avoidance measures:

- 1. Should prehistoric or historic archaeological resources be encountered during construction, the evaluation of any such resource should proceed in accordance with all appropriate federal state, and local guidelines. Specifically, all work must be halted in the immediate vicinity of the cultural resource found until a qualified archaeologist can assess the significance of the resource.
- 2. If human remains are encountered during construction, then the San Bernardino County Coroner's Office MUST be contacted in accordance with state law within 24 hours of the find, and all work should be halted until a clearance is given by that office and any other agency involved. The Coroner's Office may be contacted at the Coroner's Division, County of San Bernardino, 175 S. Lena Road, San Bernardino, CA. Tel: (909) 387-2978.

#### **ENVIRONMENTAL DETERMINATION**

In compliance with the California Environmental Quality Act (CEQA), EMD staff have 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." This 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 paved areas. No new work outside disturbed areas, existing rights-of-way, or temporary easements (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 to keep equipment and trucks within existing paved areas. Further, project related vehicle access, maintenance activities, and equipment storage shall be restricted to established roads, designated access roads, maintenance right-of-way or temporary easements, 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 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) 387-7897, with any questions.

It is our opinion that the proposed project meets the criteria for an exemption under Section 15301(c) and 15302(c) of the CEQA Guidelines. Section 21084 of the Public Resources Code requires these Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. To complete the Categorical Exemption process, I recommend that a Notice of Exemption (NOE), together with the required fee, be filed with the Clerk of the Board of Supervisors of San Bernardino County and then be submitted to the State Office of Planning and Research (OPR). A NOE to be filed is included with this Memo. Please let us know if you need our assistance related to the NOE filing tasks. Should you need further information or have any questions, please contact AJ Gerber, Senior Planner at x78109, who coordinated this review.

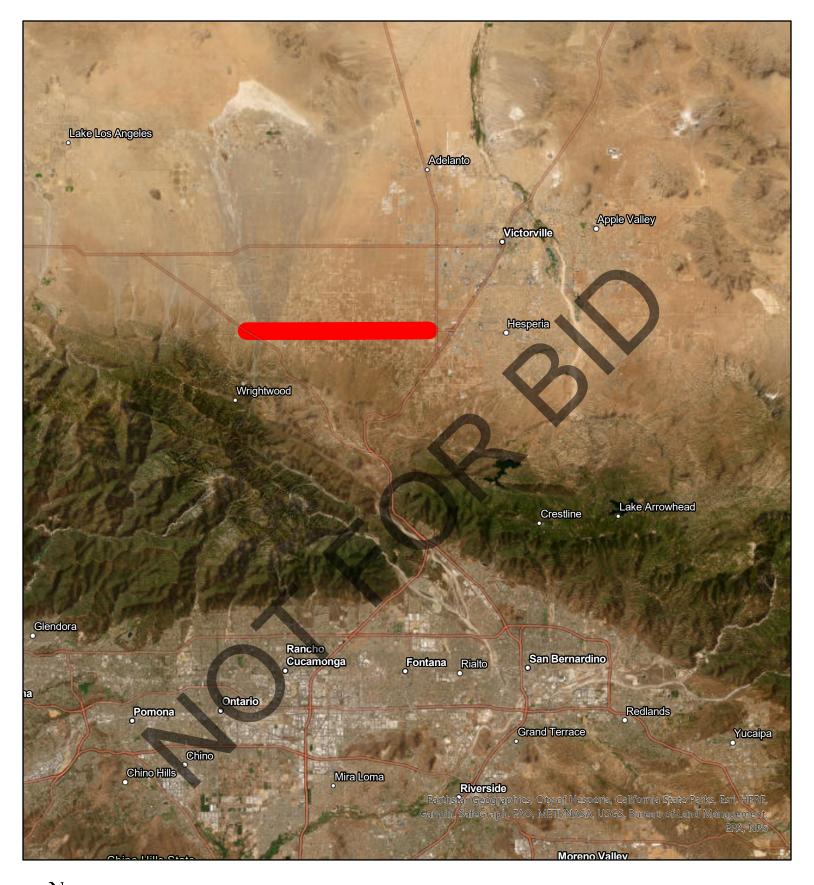
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Attachments:

- 1- Notice of Exemption
- 2- Vicinity/Location Map

#### **Notice of Exemption**

To:   Office of Planning and Research 1400 Tenth Street, Room 121 Sacramento, CA 95814	From: San Bernardino County Department of Public Works Environmental Management Division 825 E. Third Street, Room 123 San Bernardino, CA 92415-0835
<ul> <li>✓ Clerk of the Board of Supervisors</li> <li>San Bernardino County</li> <li>385 North Arrowhead Avenue, Second Floor</li> <li>San Bernardino, CA 92415-0130</li> </ul>	
Project Description	Applicant
Project Title: Phelan Road Overlay (H15269) Project Location: Project activities are planned along a approximately 8-mile length of Phelan Road from 700- feet wes	
of Beekley Road to 400-feet east of Baldy Mesa Road. Se Attachment – 2 Vicinity & Location Maps.	
<b>Project Description:</b> The San Bernardino County Publi Works Department proposes street maintenance and mind improvements to Phelan Road This work involves pavement	San Bernardino, CA 92415-0835
reconstruction, pavement rehabilitation, curb and gutte Americans with Disabilities Act (ADA) curb ramps at variou	s (909) 387-8109
locations in accordance with current design standards an pursuant to the ADA guidelines, traffic signal modification traffic striping, signings, and pavement markers. Equipment	i,
planned for use on this project will include, but is not limited to Rollers, backhoe, loader, trucks.	Representative
No traffic detours or nighttime construction are planned at the time. No relocation of utilities is anticipated. Construction	
duration is anticipated for approximately 9 - months. Sa	n Name
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. No construction we occur during these times.	
Arlene B. Chun, M.S., P.E.	
Lead Agency Contact Person	
(909) 387-8109	Same as Applicant
Exempt Status: (check one)	Phone
<ul> <li>Ministerial [Sec. 21080(B)(1); 15268];</li> <li>□ Declared Emergency [Sec. 21080(B)(3); 15269(a)];</li> <li>□ Emergency Project [Sec. 21080(B)(4); 15269(b)];</li> <li>□ Categorical Exemption. State type and section:</li> <li>Existing Facilities and Class 2, 15302(c) Replacement of Statutory Exemptions. State code number:</li> <li>□ Other Exemption:</li> </ul>	
	2: The proposed project consists of routine maintenance &
minor improvements of existing public streets, sidewalk	s, and gutters. Also, Section 15302(c) PRC: Replacement
or reconstruction of existing structures and facilities.	
Arlem & Cl Engineering Manage	uer Environmental Mamt Div 5/30/2024
Signature Arlene B. Chun, M.S., P.E.	er, Environmentar vigint. Div.
Signature Allene D. Chull, W.S., F.E.	Title Date
	icant
Date received for filing at OPR: N/A	

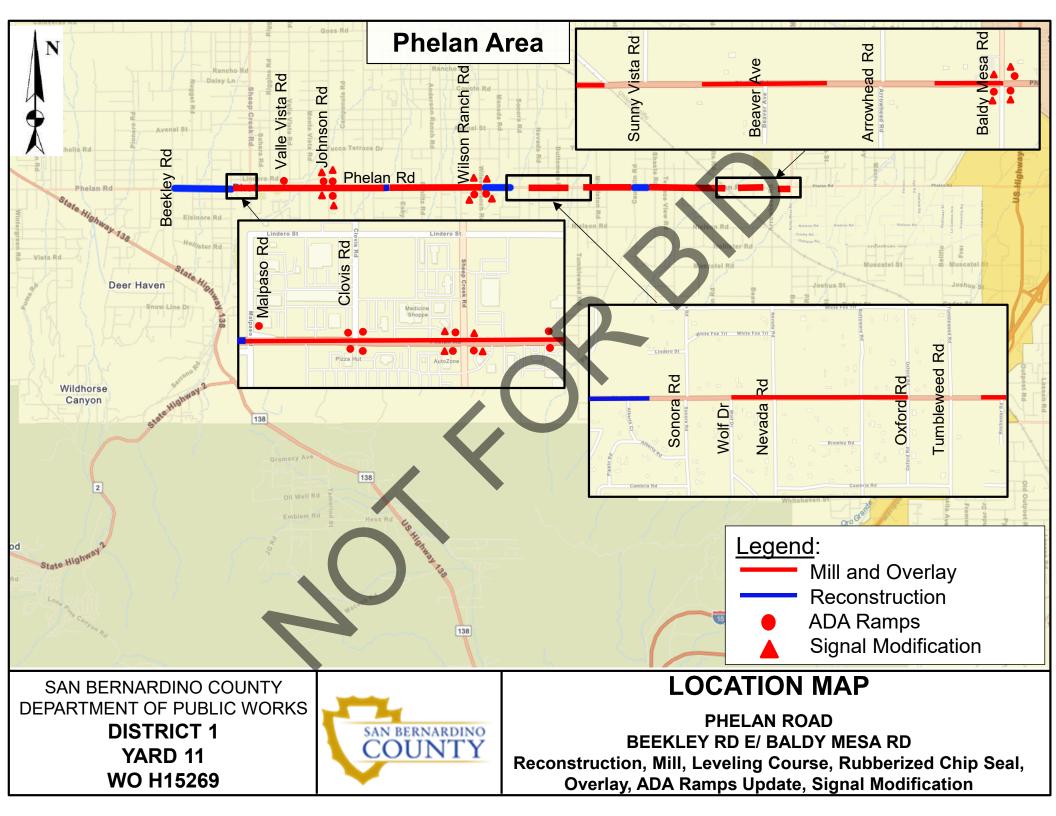




### REGIONAL/VICINITY & LOCATION MAP PHELAN ROAD OVERLAY



0 3 6 12 Miles



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

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

Contractor agrees to comply with the following:

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

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

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

- 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5. "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.
  - i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit "B" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

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

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

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

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

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

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

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

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

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

# Standard and Special Drawings (Green Pages) inserted here

### LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

Letter to residents English

**Letter to residents Spanish** 

Ramps table

**Ramp Location map** 

### SAN BERNARDINO COUNTY STANDARD PLANS

115 117 119 205

303a 303b Special Drawing 1

#### 2018 CALTRANS STANDARD PLANS

A20A A20B A20C A20D A24A A24B A24C A24D A24E A24F

### **2022 CALTRANS STANDARD PLANS**

ES-1A ES-1B ES-1C ES-4B ES-5C ES-7A ES-7N ES-8A ES-13A T9 T10 T11 T13 T13A T13B

#### **2023 CALTRANS STANDARD PLANS**

A88A A87A

### 2014 CA MUTCD (REVISION 6)

FIGURE 2A-2(CA)

FIGURE 2A-3(CA)

FIGURE 2C-13(CA)

FIGURE 2A-3(CA)

Section 3B.24

FIGURE 3B-102(CA)

FIGURE 6H-28 FIGURE 6H-29 Section 6D.01 Section 6D.02 FIGURE 8B-6 (CA)

### **SPECIAL DWG 1 Grouted Rock Treatment**





## NOTICE TO THE RESIDENTS OF (PHELAN ROAD)

The County of San Bernardino Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) area. The construction shall include (detailed description of work).

This work will be performe	ed between the	e dates of (st	art date) and (end	date).
Normal working hours w	II be between	the hours o	ofA.M. and	d P.M. Monday
through Friday.				

There will be "No Parking Signs" posted on your street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

- 1. Do not park your vehicles on the roadway
- 2. Do not allow water to run on the roadway
- 3. Do not allow children to play in the roadway
- 4. Do not place trash cans or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you.
(Company name)
(Company contact name)
(Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920





# NOTIFICACIÓN A LOS RESIDENTES DE (PHELAN ROAD)

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con (Company name) para (type of work) la calle llamada (name of road) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre	e la fecha de (start date) y	$ m \prime$ (end date). Las horas elegidas para hacer
este trabajo serán entre las _	de la mañana y	de la tarde de lunes a viernes.

Habrá letreros indicando que "No Habrá Estacionamiento" en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada y por esta razón pedimos lo siguiente:

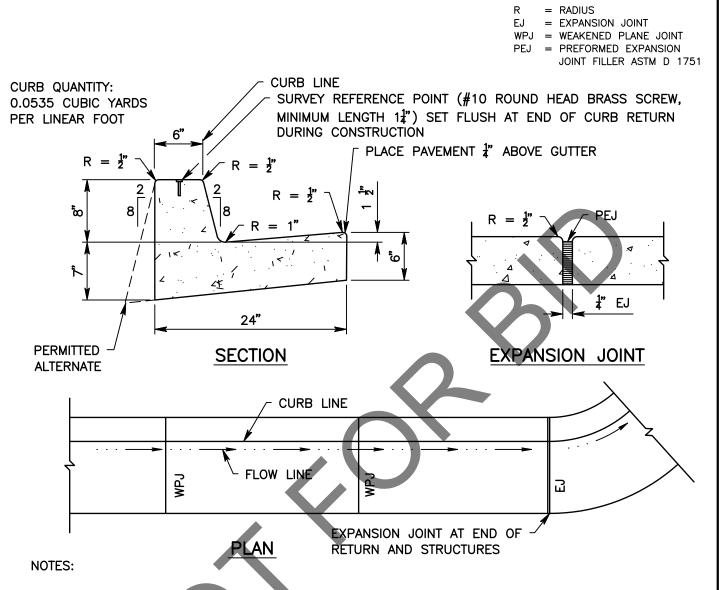
- 1. No estacionen sus vehículos en la calle.
- 2. No permita que corre el agua hacia la calle.
- 3. No permita que los niños jueguen en la calle.
- 4. No ponga los botes de basura o cualquier otra basura en la calle.

Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

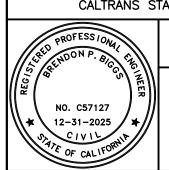
Muchas Gracias.

(Company name)
(Company contact name)
(Company phone number)

Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.

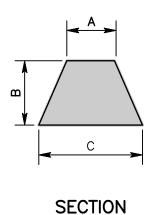


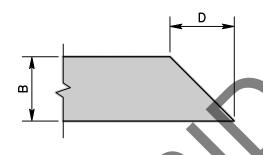
- 1. CURB AND GUTTER SHALL BE CONSTRUCTED MONOLITHICALLY OF MINOR CONCRETE.
- 2. WIDTHS OF STANDARD STREET SECTIONS SHOWN ON PLANS ARE TO CURB LINE UNLESS OTHERWISE INDICATED.
- 3. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT TEN FOOT (10') INTERVALS, EXCEPT THAT THE INTERVAL SHALL BE VARIED TO ALLOW MATCHING OF JOINTS IN ADJACENT EXISTING IMPROVEMENTS.
- 4. CURING COMPOUND SHALL BE SPRAYED UNIFORMLY ON EXPOSED SURFACES.
- 5. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, MINOR FINISHING MAY BE DONE TO PROVIDE AN ACCEPTABLE FINISH AND THE WEAKENED PLANE JOINTS MAY BE SAWCUT.
- 6. PEJ FILLER SHALL BE APPLIED IN THE WHOLE CROSS SECTION OF THE CURB AND GUTTER.
- WHEN IN FRONT OF A CURB RAMP, USE GUTTER PAN TRANSITION ON THE CURRENT CALTRANS STANDARD PLAN A88A.



8" CURB AND GUTTER

BRENDON P. BIGGS, PE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER



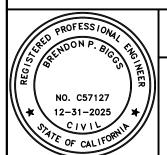


END CUT OFF

	A	В	С	D
6" ASPHALT DIKE	0.5'	0.5'	1.08'	0.5'
8" ASPHALT DIKE	0.5'	0.67'	1.08'	0.67'

### NOTES:

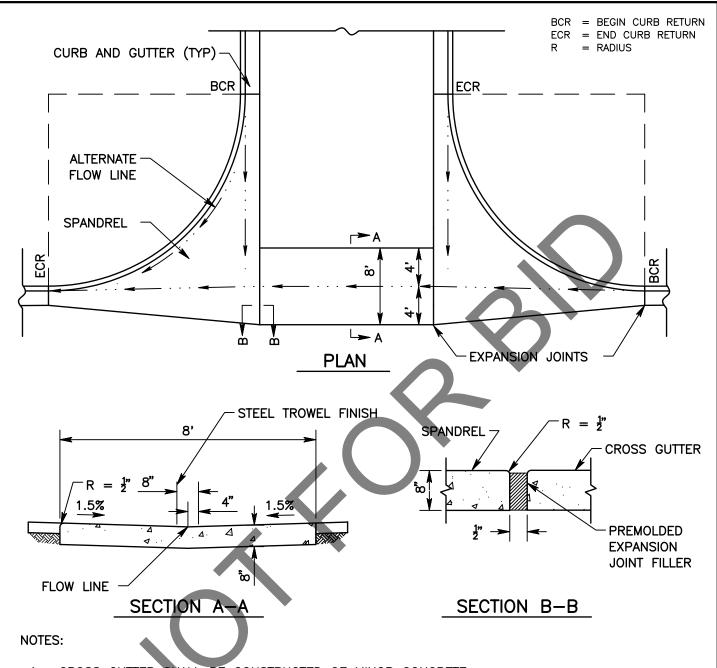
- 1. DIKE SHALL BE CONSTRUCTED OF TYPE A ASPHALT CONCRETE.
- 2. PAINT BINDER SHALL BE PLACED ON EXISTING ASPHALT CONCRETE PAVEMENT PRIOR TO THE INSTALLATION OF THE DIKE.



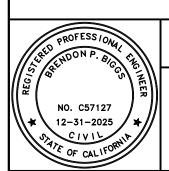
### SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS

### ASPHALT CONCRETE DIKE

BRENDON P. BIGGS, PE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

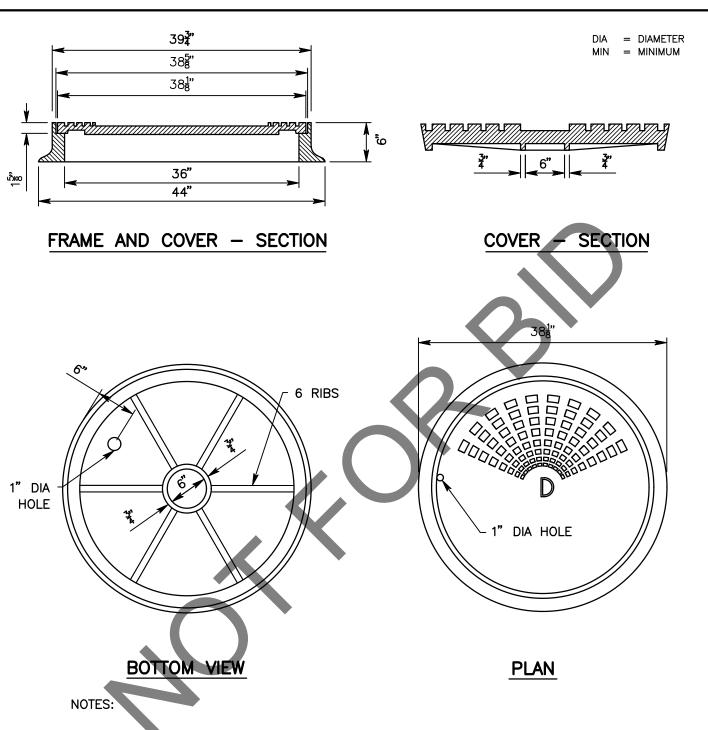


- 1. CROSS GUTTER SHALL BE CONSTRUCTED OF MINOR CONCRETE.
- 2. THE STRAIGHT GRADE BETWEEN BCR'S MAY BE ALTERED ON AN EXCESSIVE GRADE.
- 3. A 0.3' MINIMUM FALL IS REQUIRED BETWEEN BCR AND ECR, AND CROSS GUTTER FLOW LINE.
- 4. SPANDREL SHALL BE 8" THICKNESS MINOR CONCRETE.
- 5. VARIABLE CURB FACE ALLOWED FOR DRAINAGE PURPOSES



**CROSS GUTTER** 

BRENDON P. BIGGS, PE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

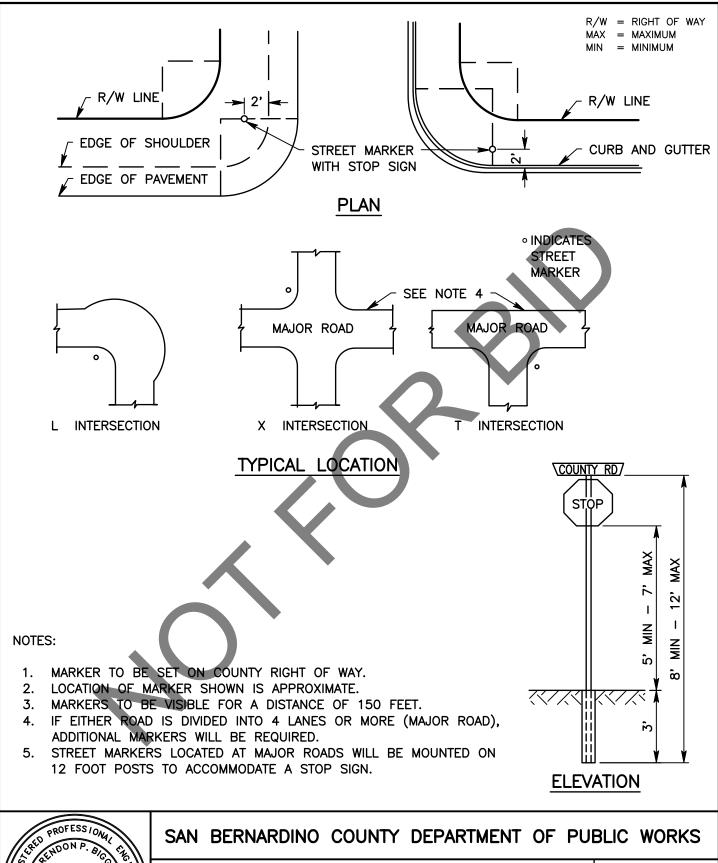


- 1. SEATS OF FRAME AND COVER SHALL BE MACHINED TO PREVENT NOISE.
- 2. TOTAL WEIGHT OF FRAME AND COVERS 580 LBS MINIMUM.
- 3. MATERIAL SHALL BE CAST IRON (BITUMINOUS COATED).
- 4. SURFACE OF LETTERS SHALL BE FLUSH WITH FINISHED SURFACE OF COVER.



36" MANHOLE FRAME AND COVER

BRENDON P. BIGGS, PE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

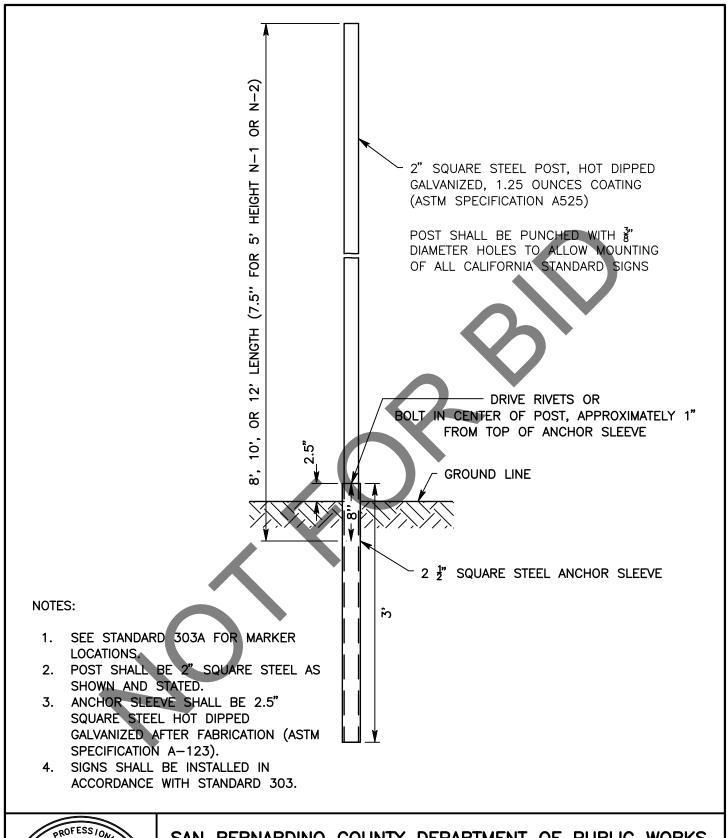




STREET MARKER (TYPICAL LOCATION)

BRENDON P. BIGGS, PE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

303A

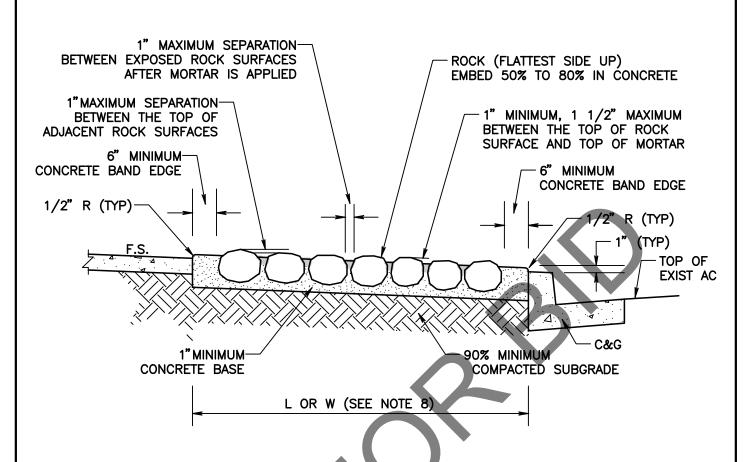




STREET MARKER INSTALLATION

BRENDON P. BIGGS, PE DIRECTOR OF PUBLIC WORKS/ROAD COMMISSIONER

303B



### ROCK BLANKET DETAIL (TYP)

NTS

- 1. ROCK SIZES UNLESS OTHERWISE SPECIFIED SHALL BE: COBBLESTONES MAX 8" TO MIN 6" DIAMETER.
- 2. FINAL RESTING POSITION OF ALL ROCKS SHALL BE APPROVED BY THE ENGINEER.
- 3. ROCKS SHALL BE SMOOTH, ROUNDED, FREE OF OBJECTABLE DISFIGURATIONS AND IRON CONTENT AS APPROVED BY THE ENGINEER.
- 4. CONCRETE SHALL BE MINOR CONCRETE.
- 5. WIRE BRUSH ALL JOINTS AFTER THE INSTALLATION OF THE ROCKS. AFTER CONCRETE HAS SET, CLEAN THE RESIDUE FROM SURFACES OF ROCKS.
- 6. NO JOINTS GREATER THAN 1" BETWEEN ROCKS WILL BE ACCEPTABLE.
  4" FILLER ROCKS WILL BE ACCEPTED TO MAINTAIN THE 1" JOINT.
- 7. WHERE ROCK BORDERS TURF AREA, PLACE 1" CONCRETE EDGE BETWEEN BACK OF ROCK AND TURF.
- 8. FOR LENGTH (L) AND WIDTH (W) DIMENSIONS REFER TO THE CONSTRUCTION PLAN.

SAN BERNARDINO COUNTY TRANS. DEPT.		GROUTED ROCK	SPEC
	DECION DIVICION	***************************************	DWG
	DESIGN DIVISION	TREATMENT	1

