Bid Proposal Checklist

All Addenda are acknowledged
Bid Package signed by authorized party
Signed Non-Collusion Declaration from Prime Contractor enclosed
Signed Contractor Certification of California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleet Certification of Compliance
Original Bid Bond enclosed; or
If submitting via ePro, the original Bid Bond is required to be mailed to Project and Facilities Management. Note: Bid Bond must be received by Project Management by time of bid
No modifications made to bid forms
Envelope properly labeled
Remember to <u>seal</u> the bid and deliver to:
Project and Facilities Management Department County Government Center 385 North Arrowhead Avenue, Third Floor San Bernardino, California 92415-0184

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



BID DOCUMENTS

for

PROJECT NO. 10.10.1142

ARROWHEAD REGIONAL MEDICAL STERILIZATION SYSTEM INSTALLATION – MOBILE SPD TRAILER COLTON, CALIFORNIA

SAN BERNARDINO COUNTY
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT
PROJECT MANAGEMENT
385 NORTH ARROWHEAD AVENUE,
THIRD FLOOR
SAN BERNARDINO, CA 92415-0184

ARMC STERILIZATION SYSTEM INSTALLATION – MOBILE SPD TRAILER PROJECT NO. 10.10.1142

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

BID PROPOSAL DOCUMENTS

NON-COLLUSION DECLARATION – PRINCIPAL CONTRACTOR

NON-COLLUSION DECLARATION – SUBCONTRACTOR(S)

CONTRACTOR CERTIFICATION - CARB COMPLIANCE

SAMPLE STANDARD CONTRACT

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

SAMPLE BOND FORMS

STATE WAGE DETERMINATIONS

PREVAILING WAGE REQUIREMENTS

GENERAL CONDITIONS

SPECIAL CONDITIONS

PROJECT DRAWINGS (PLANS)

HCAI TESTING, INSPECTION, AND OBSERVATION PROGRAM (TIO DOCUMENT)

Project No. <u>10.10.1142</u>

ADVERTISEMENT FOR BIDS

ARMC STERILIZATION SYSTEM INSTALLATION – MOBILE SPD TRAILER COLTON, CALIFORNIA

Notice is hereby given that the Project and Facilities Management Department on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 10:00 a.m. on September 5, 2024, in the office of the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, at which time they will be publicly opened and declared for the ARMC Sterilization System Installation - Mobile SPD Trailer Project in Colton, California.

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

A mandatory Pre-bid Meeting for prospective bidders will be conducted on August 6, 2024, at 10:00 a.m. at 400 N. Pepper Ave, Colton CA 92324 in the Loading Dock Parking Lot. Bids submitted by firms who have not participated in the Pre-bid Meeting will be disqualified.

State Contractor's Class <u>B</u> License is required. Construction estimate is <u>\$400,000</u>. If the bidder does **not** list a licensed subcontractor(s) under the Designation of Subcontractors section of the Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the bidder must possess the State specialty license for that trade: Framing and Rough Carpentry (C-5); Low Voltage (C-7); Concrete (C-8); Electrical (C-10); Fire Protection (C-16); Plumbing (C-36); Sheet Metal (C-43); Reinforcing Steel (C-50); and Structural Steel (C-51). To be deemed responsive, the bidder must list, in the bid forms, at least three (3) projects with similar size and scope of work that it has completed within the last ten years at a California Department of Health Care Access and Information (HCAI) 1 Facility.

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

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

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

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

For information regarding this project, contact Monir Abdo, Project Manager, at (626) 688-5094. DO NOT CONTACT THE DESIGN CONSULTANT. All technical questions to be submitted to the Project Manager in writing via email at monir.abdo@pfm.sbcounty.gov. The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than August 20, 2024. No questions will be answered within seventy-two (72) hours of the bid opening.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino, California, July 9, 2024.

Don Day, Director Project and Facilities Management Department

Published in the The Sun on July 12, 2024

INSTRUCTIONS TO BIDDERS

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

- A. Bids shall contain no recapitulation of the work to be done. Alternative proposals will not be considered unless specifically requested by the County. Oral, telegraphic, or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, including the drawings, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any federal, state, county, municipal or other governmental agency that has jurisdiction over the work.
- C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 are included in this Bid Package and must be complied with, as stated in Section 14 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- D. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
- E. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement For Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/epro/. All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified. System-related questions about ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at 1-855-800-5046. For procurement questions involving ePro, please contact the Purchasing

Department at (909) 387-2060. NOTE: If sending the bid or bid bond to the Project and Facilities Management Department in a mail envelope (i.e. Federal Express, etc.) please enclose the bid or bid bond inside the mail envelope in a separately sealed envelope bearing the title of the work, the name of the bidder, and marked "Bid Proposal or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Project and Facilities Management Department. This can cause a delay in the receipt of bids or bid bonds. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA, on or before the time set for opening of bids.

- F. Concurrently with the submittal of its bid, bidders are required to furnish bid security in the amount of ten percent (10%) of the BASE BID. If the bid is submitted to the Project and Facilities Management Department, the bid security shall be enclosed in the sealed and marked envelope along with the bid proposal. If the bid is submitted through San Bernardino County Electronic-Procurement network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184. Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.
- G. Bids will be opened at the time set for the opening of bids in the published Advertisement For Bids or as revised in an Addendum. All bids submitted to the Project and Facilities Management Department in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Project and Facilities Management Department for all bidders to view.
- H. Do not contract the design consultant. All technical questions to be submitted to the Project Manager in writing via email at monir.abdo@pfm.sbcounty.gov. The subject line of the email should include the project number, as found in the bid documents, along with the project name and RFI. All questions must be submitted no later than August 20, 2024. No questions will be answered within seventy-two hours of the bid opening.
- I. Any Bidder submitting a Bid to the County for this Project may file a protest of the County's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:

- i) The bid protest is in writing.
- ii) The bid protest is submitted to and received by the Project and Facilities Management Department, 385 N. Arrowhead Ave., Third Floor, San Bernardino, CA, 92415-0184 before 4:00p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
- iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

- J. State Contractor's Class B License is required to bid the project. If the bidder does not list a licensed subcontractor(s) under the Designation of Subcontractors section of the Bid Proposal to perform work in any of the following trades, in order to be found responsive and in order to perform that work himself/herself, the bidder must possess the State specialty license for that trade: : Framing and Rough Carpentry (C-5); Low Voltage (C-7); Concrete (C-8); Electrical (C-10); Fire Protection (C-16); Plumbing (C-36); Sheet Metal (C-43); Reinforcing Steel (C-50); and Structural Steel (C-51). In order to be deemed responsive, the bidder must list, in the bid forms, at least three (3) projects with similar size and scope of work that it has completed within the last ten years at a HCAI 1 Facility.
- K. <u>Withdrawal of Bids:</u> Any bidder may withdraw his bid, personally, or by telegraphic or written request, at any time prior to the scheduled time for receipt of bids. If a bid is submitted through ePro, then the bid may also be withdrawn in ePro prior to the scheduled time for receipt of bids. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
- L. <u>Opening of Bids:</u> Bids will be conducted virtually via Teams. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in the Advertisement

For Bids. The Call In Number, Access Code, and link information for this bid opening are below:

Microsoft Teams Meeting ID: 299 910 082 184

Passcode: 4ECbiN

Dial-in by phone: +1 661-568-6806. Phone conference ID: 788 816 371#

- M. <u>Pre-Bid Meetings:</u> Pre-Bid Mandatory Job-Walk Meeting Sign-in Lists from all pre-bid meetings will be uploaded to the Project and Facilities Management Department website within approximately three (3) business days from the date of the pre-bid meeting (http://pfm.sbcounty.gov/).
- N. <u>Bid Results:</u> The Bid Tabulation, outlining initial bid results will be uploaded to the Project and Facilities Management Department website within approximately three (3) business days from the date of the bid opening http://pfm.sbcounty.gov/).

BID PROPOSAL

PROJECT:	ARMC Sterilization System Installation - Mol	bile SPD Trailer
LOCATION:	400 N. Pepper Ave, Colton CA 92324	
OWNER:	San Bernardino County	
BID OPENING:	September 05, 2024, at 10:00 a.m.	
BIDDER:		
Can Barnardina Ca		

San Bernardino County
Project and Facilities Management Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184
www.pfm.sbcounty.gov

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, including the drawings and specifications, for the scope of work to modify the site utilities for points of connection and installation of the platform and seismic anchor points as required for the successful deployment and operation of a Mobile Sterile Processing Department (SPD) Trailer outside of Arrowhead Regional Medical Center in Colton, California, and fully understands the scope and meaning of the Bid Documents.

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

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

BASE BID

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

The LUMP SUM of		Dollars
(\$)
Project No. 10.10.1142	Bid Proposal	1 of 17

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

The lowest bid shall be the lowest bid price on the BASE BID. A responsible and responsive bidder who submitted the lowest bid shall be awarded the contract, if it is awarded. In order to be deemed responsive, the bidder must complete the bidder information form, including listing at least three (3) projects with similar size and scope of work that it has completed within the last ten years at a HCAI 1 Facility. Failure to submit a complete bidder information form may result in the bid being deemed nonresponsive.

BID DEPOSIT (BID BOND)

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

TIME OF COMPLETION

The undersigned agrees to complete the work within <u>183</u> calendar days from the date stipulated in the Notice to Proceed.

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth, Contractor shall forfeit and pay to the County the sum of **\$1,500** per day for each

calendar day the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and Special Conditions)

ESCROW ACCOUNT

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

REJECTION OF BIDS

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

VALIDITY OF BIDS

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

STATE LICENSES

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

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 11.2 of the General Conditions. The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County. All policies (excluding Workers' Compensation) shall name San Bernardino County and its officers, employees, agents and volunteers as additional insureds. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

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

FORMER COUNTY OFFICIALS

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

INACCURACIES OR MISREPRESENTATIONS

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

VISITING THE SITES

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

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 dieselfueled 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.

DESIGNATION OF SUBCONTRACTORS

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

If the undersigned fails to specify a subcontractor(s) for any work to be performed under the Contract, the undersigned agrees to perform the work and shall not be permitted to subcontract that work except in cases of public emergency, and then only after written finding as public record by the Board of Supervisors. In order for the undersigned to perform the work in any of the following trades, the undersigned must possess the State specialty license for that trade: : Framing and Rough Carpentry (C-5); Low Voltage (C-7); Concrete (C-8); Electrical (C-10); Fire Protection (C-16); Plumbing (C-36); Sheet Metal (C-43); Reinforcing Steel (C-50); and Structural Steel (C-51).

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

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

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

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

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

CONTRACTOR	NIANAT.
CONTRACTOR	NAIVIE:

Subcontractor's Name	Portion of Work Performed	Location of Business	CA Contractor's License	DIR Registration No.	CARB Certificate of Compliance No.

ADDENDA			

This bid includes	Addendum No.	dated	
	Addendum No.	dated	

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

<u>AFFIDAVIT</u>

Check One: () Sole Proprietor

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

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

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

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

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

() Partnership () Corporation () Other			
Name of Bidder:			
Address:			
		Phone:	
Email:			
Contractor's License No.:		Primary Class:	
Project No. 10 10 1142	Rid Proposal	-	9 of 17

Expiration Date of Contractor's License	
Contractor's DIR Registration #	
Contractor's California Air Resources Board (CARB) In-Use C Regulation Compliance No.:	Off-Road Diesel-Fueled Fleets —
I declare under penalty of perjury the above is true and correct	ct.
Authorized Signature:	Title:
Print Name:	Date:

BIDDER INFORMATION FORM

(TO BE COMPLETED AND SUBMITTED WITH BID)

A. INFORMATION ABOUT BIDDER

Project No. 10.10.1142

Failure to complete all information may render your bid non-responsive. [**Indicate not applicable ("N/A") where appropriate.**]

NOTE:Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

	1.0	Name of Diddon		
		Name of Bidder: ——		
	2.0	Type, if Entity:		
	3.0	Bidder Address: ——		
		Facsimile	Number	Telephone Number
4.0	How	many years has Bidder's	organization been i	n business as a Contractor?
5.0	How nam		s organization been	in business under its present
5.1	Unde	er what other or former n	ames has Bidder's	organization operated?
6.0	If Bio	lder's organization is a co	rporation, answer th	e following:
	6.1	Date of Incorporation:		
	6.2 6.3	State of Incorporation: President's Name:		
	6.4		(s) [.]	
	6.6	Treasurer's Name:		
7.0	If an	individual or a partnersh	ip, answer the follow	ving:
	7.1	Date of Organization:		
	7.2 partr	Name and address enership):	of all partners (st	ate whether general or limited

Bid Proposal

11 of 17

other than a corporation or partnership, describe organization a ncipals: st other states in which Bidder's organization is legally qualified to do be	
ncipals:	
st other states in which Bidder's organization is legally qualified to do b	busin
st other states in which Bidder's organization is legally qualified to do b	busin
hat type of work does the Bidder normally perform with its own forces?	?
as Bidder ever failed to complete any work awarded to it? If so, note whe	en, w
ithin the last five years, has any officer or partner of Bidder's organiza	ation
en an officer or partner of another organization when it failed to contract? If so, attach a separate sheet of explanation:	
iii	s Bidder ever failed to complete any work awarded to it? If so, note who d why: thin the last five years, has any officer or partner of Bidder's organizer an officer or partner of another organization when it failed to complete any work awarded to it? If so, note who

13.0	List Trade References:
14.0	List Bank References (Bank and Branch Address):
15.0	Name of Bonding Company and Name and Address of Agent:

B. LIST OF CURRENT PROJECTS (Backlog)
[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name/ Phone Number

C. THREE (3) PROJECTS OF SIMILAR SIZE AND SCOPE COMPLETED OVER THE LAST TEN YEARS AT A HCAI 1 FACILITY

In order for Bidder's bid to be considered responsive, Bidder must list at least three projects completed within the last ten years of similar size and scope below. Failure to complete this section shall render a bid nonresponsive.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name/ Phone Number

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

	Bidder shall identify the key personnel to be assigned to this project in a managemer ruction supervision or engineering capacity.
a.	List each person's job title, name and percent of time to be allocated to this project:
b.	Summarize each person's specialized education:
C.	List each person's years of construction experience relevant to the project:
	Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project in their designated capacities until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the County.

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized officer of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder	
Signature	
Signature	
Name	
Title	
Datad	

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:			
I am thethe foregoing bid.	of	, the p	arty making
The bid is not made in the partnership, company, assonot collusive or sham. The other bidder to put in a facolluded, conspired, conniving sham bid, or to refrain from indirectly, sought by agreer bid price of the bidder or delement of the bid price, or bid are true. The bidder has any breakdown thereof, or the thereto, to any corporation depository, or to any membrand has not paid, and will not	ciation, organization bidder has not direct alse or sham bid. The ed, or agreed with a m bidding. The biddenent, communication of any other bidder, of that of any other s not, directly or indirectly or indirectly or agent thereof, on, partnership, comper or agent thereof,	or corporation. The bid is ally or indirectly induced or see bidder has not directly any bidder or anyone else er has not in any manner, or conference with anyone or to fix any overhead, publidder. All statements confectly, submitted his or her or divulged information or apany, association, organito effectuate a collusion of	genuine and solicited any or indirectly to put in a refer to fix the rofit, or cost ained in the bid price or data relative nization, bid
Any person executing this partnership, joint venture, I other entity, hereby represexecute, this declaration on	imited liability compa ents that he or she	ny, limited liability partner	ship, or any
Title			

NONCOLLUSION DECLARATION

TO BE EXECUTED BY EACH SUBCONTRACTOR

AND SUBMITTED PRIOR TO CONTRACT AWARD

The undersigned declares:				
I am the making the foregoing bid.	of			, the party
The bid is not made in partnership, company, assonot collusive or sham. The other bidder to put in a facolluded, conspired, connisham bid, or to refrain froindirectly, sought by agree bid price of the bidder or element of the bid price, or bid are true. The bidder has any breakdown thereof, or thereto, to any corporatidepository, or to any memand has not paid, and will not be a source of the bid price.	bidder has not coalse or sham bid wed, or agreed wom bidding. The ment, communication of any other bid r of that of any of the contents there on, partnership, ber or agent the	tion or corpordirectly or indicated any bidder with any bidder has nation, or confer, or to fix ther bidder. A indirectly, sureof, or divulg company, a reof, to effect	ration. The bid is irectly induced or has not directly induced or has not directler or anyone else to in any mann ference with any any overhead, all statements committed his or he ed information or association, or gratuate a collusion	s genuine and r solicited any y or indirectly se to put in a er, directly or cone to fix the profit, or cost on tained in the er bid price or data relative anization, bid
Any person executing thi partnership, joint venture, other entity, hereby represexecute, this declaration on	limited liability co sents that he or	ompany, limite she has full	ed liability partne	ership, or any
I declare under penalty of foregoing is true and	perjury under tl correct and t [date], at [state].			ornia that the executed on [city],
Signed:			<u> </u>	
Title:				



er

Project and Facilities Management Department Project Management

Department Contract Representative	
Telephone Number	
·	
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	_
Project Name	
Cost Center	
WBSE	

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

CONSTRUCTION AGREEMENT

	This Constructi	on Agree	ment ("A	greement" or	"Contrac	ct") is made effecti	ve this		,
2015	("Agreement	Date")	by a	nd between	SAN	BERNARDINO	COUNTY	("County")	and
		("Co	ntractor") for the cons	struction	of the			
("Proje	ect")			,		·			

Standard Contract Page 1 of 16

ARTICLE I

CONTRACT DOCUMENTS AND INTERPRETATION

1.1 **DEFINITIONS**

The meanings of all capitalized terms used in the Contract Documents and not otherwise defined herein are contained in the General Conditions. If not defined in the General Conditions, they shall have the meaning assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

1.2 CONTRACT DOCUMENTS

1.2.1 Advertisement For Bids (Project No.

The "Contract Documents" except for modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference:

), dated

	1.2.2	Bidder's Proposal, dated
	1.2.3	General Conditions
	1.2.4	Performance Bond
	1.2.5	Labor and Material Bond
	1.2.6	Special Conditions
	1.2.7	Bid documents entitled "".
	1.2.8	Specifications, entitled "".
	1.2.9	Drawings, entitled "".
	1.2.10	Addendum No. 1, dated
	1.2.11	Addendum No. 2, dated
of	1.2.12	Certified copy of the record of action of the Board of Supervisors, San Bernardino County meeting.

1.3 ENTIRE AGREEMENT

The Contract Documents represent the entire and integrated agreement between County and Contractor, all other representations or statements, whether verbal or written, are merged herein. The Agreement may be amended only by written modification. The San Bernardino County Board of Supervisors, or its authorized designee, must approve any amendment to this Agreement.

ARTICLE II

THE WORK

2.1 SCOPE OF WORK

2.1.1 Contractor will furnish all materials, labor, tools, equipment, apparatus, facilities, transportation, construction, landscaping, clean-up, and all other construction services of any type necessary to complete all

Revised 5/12/21 Page 2 of 16

Work in strict conformity with the Contract Documents. Except with regard to any material to be provided and/or installed by County, Contractor shall fully commission and turn over a complete operational and fully functional Project to County. Without limiting the generality of this Section, Contractor shall provide the following Work and services:

- a. Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment. The County will pay connection fees directly to the utilities for all permanent water and electrical connections.
- b. Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.
- c. Contractor shall obtain, at Contractor's expense, all governmental and private approvals, permits and licenses, required to complete the Work; provided, however, County will be responsible for paying the cost of all County imposed fees necessary for the Project. Contractor shall construct a complete, operational, and fully functional Project in full compliance with all Applicable Laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Contractor's other obligations under the Contract Documents, Contractor shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

- **2.2.1** Comply with the requirements of the Contract Documents;
- 2.2.2 Comply with Applicable Laws;
- **2.2.3** Conform to the standard of care applicable to those who provide construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;
- **2.2.4** Furnish efficient business administration of the Work, utilizing senior level management and other qualified personnel to manage the Work; and
- **2.2.5** Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the express best interests of the County and within the limitations of the Contract Sum and Contract Time.

ARTICLE III

TIME FOR PERFORMANCE

3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to Contractor's failure to provide insurance documents or bonds within ten (10) calendar days after the date of award of the Contract by the Board of Supervisors or Chief Executive Officer, one (1) calendar day will be deducted from the number of days to achieve Final Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to and does not affect County's right to demand forfeiture of Contractor's Bid Security, or any other rights or remedies

Revised 5/12/21 Page 3 of 16

available to County if Contractor persistently delays in providing the required documentation. Contractor agrees to promptly commence the Work after the Notice to Proceed is issued by the County and to achieve Final Completion of the entire Work within calendar days after the Date of Commencement ("Contract Time"). The Contract Time may be extended only by the written authorization of the County.

3.2 LIQUIDATED DAMAGES

- **3.2.1** County and Contractor recognize that time is of the essence in this Agreement and that the County may suffer financial loss, including but not limited to, the loss of grant funds, additional contract administration expenses, and loss of public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.
- **3.2.2** Contractor and County agree to liquidate damages with respect to Contractor's failure to achieve Final Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate County solely for Contractor's failure to meet the deadline for Final Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- **3.2.4** Contractor acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. Contractor and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and Contractor have agreed to such liquidated damages to fix Contractor's costs and to avoid later disputes. It is understood and agreed by Contractor that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- **3.2.5** It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments or retainage and that the County will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to County.

ARTICLE IV

CONTRACT SUM

4.1 CONTRACT SUM

4.1.1 <u>Total Compensation.</u> County shall pay the Contractor, and Contractor agrees to accept, in current funds for the Contractor's complete performance of the Work in accordance with the Contract Documents the Contract Sum of:

BASE BID	

4.1.2 All Inclusive Price. The Contract Sum, subject to additions and deductions, is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Contractor.

Revised 5/12/21 Page 4 of 16

4.2 RETENTION

Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of the Contract Sum at time of Final Completion. Applications for Payment shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment is to be made sixty (60) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

4.3 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 bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE V

BONDS, INDEMNITY AND INSURANCE

5.1 BONDS

Contractor will furnish a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum, and a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum. The Bonds must comply with all requirements in the Contract Documents, be on County approved bond forms, and be secured from a surety company satisfactory to the County within ten (10) calendar days of the award of the Contract. The Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. The Performance Bond shall name the County as beneficiary under the bond.

5.2 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.

Revised 5/12/21 Page 5 of 16

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.

5.3 INSURANCE

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:

5.3.1 Basic Insurance Requirements

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its authorized officers, employees, agents, and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

b. Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the

Revised 5/12/21 Page 6 of 16

County, its officers, employees, agents, volunteers, contractors and subcontractors. 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.

c. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

d. Severability of Interests

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.

e. Proof of Coverage

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

f. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

g. Deductibles and Self-Insured Retention

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

h. Failure to Procure Coverage

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

Insurance Review

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

Revised 5/12/21 Page 7 of 16

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.

5.3.2 Insurance Specifications

a. Workers' Compensation/Employers Liability

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

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

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

b. Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

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

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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.

[Below are revisions to the insurance language which must be made depending on the amount of the contract:

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

Revised 5/12/21 Page 8 of 16

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

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

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

Any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:

<u>Environmental Liability Insurance</u> with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion. [This is the language to include in the appropriate construction contracts]

[End of revisions to insurance]

d. Course of Construction/Installation (Builder's Risk) Property Insurance

Course of Construction/Installation (Builder's Risk) Property Insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

e. Umbrella Liability Insurance

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.

f. Subcontractor Insurance Requirements

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 for all contracts in Sections 5.3.1 and the insurance specifications for all contracts in 5.3.2, (including waiver of subrogation rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

Revised 5/12/21 Page 9 of 16

ARTICLE VI

CONTRACTOR'S DUTIES AND RESPONSIBILITIES

6.1 GENERAL SCOPE OF WORK

- **6.1.1** Contractor shall provide all materials, labor, equipment, and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Final Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be Contractor's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.
- **6.1.2** The Contractor and all Subcontractors shall obtain any required licenses from the local jurisdiction where the Project is located (i.e. local City or County), prior to commencement of Work.

6.2 BEFORE STARTING WORK

Contractor shall submit the following to County for review and acceptance within fourteen (14) calendar days after the Date of Commencement fixed in County's Notice to Proceed, and as a condition to payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii) Schedule of Submittals; (iii) material Procurement Schedule; and (iv) a Schedule of Values in accordance with the requirements of the General Conditions and other Contract Documents.

6.3 INITIAL CONFERENCE

Within twenty (20) calendar days after the Date of Commencement fixed in County's Notice to Proceed, a conference attended by County and Contractor and others as appropriate will be held to establish a working understanding among the Parties as to the Work and to discuss the schedules, progress meetings, procedures for handling submittals, processing Applications for Payment, maintaining required records, coordination with Contractor Team Members, and other Project administration matters.

6.4 EVALUATION OF PRELIMINARY SUBMITTALS

At least ten (10) calendar days before submission of the first Application for Payment, a conference attended by Contractor, County and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. No progress payment shall be made to Contractor until the required submittals are acceptable to County. The detailed Project Schedule will be acceptable to County as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on County responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Contractor from Contractor's full responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract Documents and approved by County. County's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Contractor's schedule of submittal will be acceptable to County as providing a workable arrangement for reviewing and processing the required submittals.

6.5 CONSTRUCTION

Contractor shall perform Construction in accordance with the requirements of the Contract Documents.

- **6.5.1** Construction shall be performed by Contractor and Subcontractors and suppliers who are selected, paid and acting in accordance with the procedures outlined in the Contract Documents.
- **6.5.2** The Contractor shall keep the County informed of the progress and quality of the Work in the form of periodic written reports and meetings, as determined by the County, but no less than monthly.

Revised 5/12/21 Page 10 of 16

6.5.3 As a condition of final payment to Contractor, Contractor shall provide written certification that the Work has been constructed in accordance with the Contract Documents.

ARTICLE VII

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- **7.1** Contractor has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 7.2 Contractor has reasonably examined all reports of exploration and tests of subsurface conditions, asbuilt drawings, drawings or reports available for construction purposes, of physical conditions, or conditions which may be apparent at the Site and accepts the criteria set forth in these documents and the Contract Documents to the extent of the information contained in these documents upon which the Contractor is entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents.
- **7.3** After Contract award, Contractor will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- **7.4** Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.
- **7.5** Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before Contract award in or among the Contract Documents and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- **7.6** Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 7.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- **7.8** Contractor certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System (www.epls.gov). Contractor agrees that signing this Contract shall constitute signature of this Certification.

[For Contracts with Federal Funding including Federal Head Start/Early Head Start one-time funds]

7.9 Contractor, including its principals, other key decision makers and subcontractors, certifies 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 31 U.S.C. 1352. Contractor agrees that signing

Revised 5/12/21 Page 11 of 16

this Contract shall constitute signature of this Certification. Contractor agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- **7.10** 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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- **7.11** Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and standards issued pursuant to the Americans with Disabilities Act. Contractor will also comply with the current edition of the California Building Code (California Code of Regulations, Title 24, Part 2).
- **7.12** Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code Section 8350 et seq.
- 7.13 Contractor acknowledges it will comply with the provisions of Public Contract Code section 4100-4108 regarding subcontractors. The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the County shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to the Contractor who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the Contractor prior to acceptance of the Work. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee.
- **7.14** The Contractor hereby agrees to comply with the State Labor Code and certifies through signature of this Contract that, in accordance with Section 3700 of the State Labor Code, Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- **7.15** The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.
- 7.16 Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014) 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; (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.
- 7.17 As required by Labor Code Section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to

Revised 5/12/21 Page 12 of 16

perform public work pursuant to Section 1725.5 at the time the contract is awarded."

7.18 [include paragraph if project is funded with Community Development Block Grant (CDBG)]

This Project is funded with both state and federal funds, including but not limited to the federal Community Development Block Grant (CDBG). The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. Contractors, including all subcontractors and apprentices, must be eligible to participate. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the prevailing wage for the work classification as specified in both the Federal and State wage decisions when the prime contract amount exceeds \$2,000. The higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all work under this contract. All additional requirements associated with CDBG funded construction projects, such as but no limited to the Copeland Anti-Kickback Act, also apply. Contractor is required to ensure subcontractor compliance with Davis-Bacon and Related Acts Requirements. Non-compliance with these requirements, and other requirements of this Contract may result in delayed payment or non-payment of invoices. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

This Project is funded with both state and federal funds, including but not limited to Federal Head Start/Early Head Start one-time funds. The requirements of the Davis-Bacon Act will apply to this project and those requirements will be enforced. Contractors, including all subcontractors and apprentices, must be eligible to participate. The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the prevailing wage for the work classification as specified in both the Federal and State wage decisions when the prime contract amount exceeds \$2,000. The higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all work under this contract. All additional requirements associated with Federal Head Start/Early Head Start funded construction projects, such as but no limited to the Copeland Anti-Kickback Act, also apply. Contractor is required to ensure subcontractor compliance with Davis-Bacon and Related Acts Requirements. Non-compliance with these requirements, and other requirements of this Contract may result in delayed payment or non-payment of invoices. The Federal Labor Standards Provisions (HUD 4010) apply to this project.

[Use for federal funded projects]

- **7.19** Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including but not limited to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 (CFR part 5).
- **7.20** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

ARTICLE VIII

PROJECT ACCESS, RECORD RETENTION AND AUDITS

- **8.1** At all times during construction of the Project, Contractor shall coordinate with the County to provide employees, subcontractors, and consultants of County reasonable unrestricted access to observe, monitor and inspect the Project. The County's access to observe, monitor and inspect shall include the right to review all documents and files relating to the Project, as well as construction on the Site, including all tests and inspections relating to construction of the Project.
- 8.2 Contractor expressly acknowledges it is aware of and will comply with all record retention and audit requirements contained in the Contract Documents. These requirements include, but are not limited to, the maintenance of an Official Project File that must be preserved a minimum of five (5) years, the protection of records from fire or other damage, the maintenance of all records in accordance with generally accepted accounting principles, and the agreement that the County or its designated representative shall have the right to review, to audit, and to copy any records and supporting documentation pertaining to the performance of this

Revised 5/12/21 Page 13 of 16

Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 INDEPENDENT CONTRACTOR

Contractor is, and shall be, acting at all times in the performance of this Agreement as an independent Contractor. Contractor shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Contractor and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

9.2 COUNTY EMPLOYEES AND OFFICIALS

Contractor shall employ no County official nor any regular County employee in the Work performed pursuant to this Agreement. No officer or employee of County shall have any financial interest in this Agreement in violation of applicable provisions of law.

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

9.3 INACCURACIES OR MISREPRESENTATIONS

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

9.4 IRAN CONTRACTING ACT OF 2010

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

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

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

9.5 NOTICES

Any notices or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Contractor's agent (as designated by Contractor) or to County's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and

Revised 5/12/21 Page 14 of 16

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Contract upon request.

depositing	the same in the United States Postal Service, address	ed as follows:
	COUNTY	CONTRACTOR
	Project and Facilities Management Department	As shown on page one of this
	Project Management	Contract
-	385 North Arrowhead Ave., 3 rd FI.	
-	San Bernardino, CA 92415-0184	
9.6 CO	NTRACT EXECUTION	
be an origi entitled to transmission	act may be executed in any number of counterparts, e nal, and such counterparts shall together constitute on sign and transmit an electronic signature of this Contr on), which signature shall be binding on the party w an electronic signature agrees to promptly execute an	e and the same Contract. The parties shall be act (whether by facsimile, PDF or other email hose name is contained therein. Each party

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

Page 15 of 16 Revised 5/12/21

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

SAN BERNARDINO COUNTY

	(Print	or type name of corporation, company, contractor, etc.)
► Dawn Rowe, Chair, Board of Supervise	By _	(Authorized signature - sign in blue ink)
Dated:SIGNED AND CERTIFIED THAT A CO		(Print or type name of person signing contract)
CHAIRMAN OF THE BOARD	Title	
Lynna Monell Clerk of the Board San Bernardino Co		(Print or Type)
Ву	Dated	i:
Deputy	Addre	ess
FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Katherine Hardy, Deputy County Counsel	, Supervising Project Ma	nager Don Day, Director PFMD

Revised 5/12/21 Page 16 of 16

CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE

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

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	
Property Location:	
Undersigned's Customer:	
Invoice/Payment Application Number:	
Payment Amount:	
payable to the undersigned, and when the the bank on which it is drawn, this docu shall be deemed to waive any notice of	d of a check in the above-referenced Payment Amount e check has been properly endorsed and has been paid by ament becomes effective to release and the undersigned lien, any private bond right, any claim for payment and se, rule or statute related to payment rights that the Property to the following extent:
the undersigned to the Property or to the Invoice or Payment Application, but only the Payment Amount as the undersigned withheld, any items, modifications or chaitems furnished that are not paid. Before should verify evidence of payment to the either has already paid or will use the modin full all laborers, subcontractors, materiathat are the subject of this waiver and relationships.	yment for the work, materials or equipment furnished by the Undersigned's Customer which are the subject of the year to the extent of the Payment Amount or such portion of the extent of the Payment Amount or such portion of the extent of the payment Amount or such portion of the extent of this does not cover any retention anges pending approval, disputed items and claims, or any recipient of this document relies on it, the recipient the undersigned warrants that he or she ney received from this progress payment promptly to pay talmen and suppliers for all work, materials or equipment tease.
Dated:	
	(Company Name) By:
	Its:

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name:	
Property Location:	
Undersigned's Customer:	
Invoice/Payment Application Number:	
Payment Amount:	
Payment Period:	
Amount of Disputed Claims:	
payable to the undersigned, and when the the bank on which it is drawn, this docu shall be deemed to waive any notice of I any rights under any similar ordinance undersigned has on the above-described F. This release covers the final parequipment furnished by the undersigned does not cover payment for Disputed Claron it, the recipient should verify evided warrants that he or she either has already	yment to the undersigned for all work, materials or to the Property or to the Undersigned's Customer and ims, if any. Before any recipient of this document relies nce of payment to the undersigned. The undersigned by paid or will use the money received from the final orers, subcontractors, materialmen and suppliers for all
Dated:	
	(Company Name)
	By:
	Its:

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	
Property Location:	
Undersigned's Customer:	
Invoice/Payment Application Number:	
Payment Amount:	
referenced Payment Amount for all work the Customer for the above-described Pre lien, any private bond right, any claim for rule or statute related to payment rights the to the following extent: This release covers a progress pay by the undersigned to the Property or to te Invoice or Payment Application, but only the Payment Amount as the undersigned withheld, any items, modifications or ch items furnished that are not paid. The und or will use the money received from this	and has received a progress payment in the above- t, materials and equipment the undersigned furnished to operty and does hereby waive and release any notice of or payment and any rights under any similar ordinance, nat the undersigned has on the above-described Property yment for the work, materials and equipment furnished the Undersigned's Customer which are the subject of the to the extent of the Payment Amount or such portion of ed is actually paid, and does not cover any retention anges pending approval, disputed items and claims, or dersigned warrants that he or she either has already paid a progress payment promptly to pay in full all laborers, as for all work, materials or equipment that are the subject
Dated:	
	(Company Name) By:

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name:	
Property Location:	
Undersigned's Customer:	
Invoice/Payment Application Number:	
Payment Amount:	
Amount of Disputed Claims:	
rule or statute related to payment rights the except for the payment of Disputed Claim or she either has already paid or will use	or payment and any rights under any similar ordinance, not the undersigned has on the above-described Property, as, if any, noted above. The undersigned warrants that he the money received from this final payment promptly to materialmen and suppliers for all work, materials and ver and release. (Company Name)
	By:
	Its:

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

CONTRACT BOND

				_	_	-
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-	JOI	11	νv	v	П	n

BOND NUMBER	

PERFORMANCE BOND

	KNOW ALL PERSONS BY THESE PRESENTS:	That we,
	(Name of Principal)	
		, as Principal
and	(Principal's Address)	
unu	(Name of Surety)	
	(Surety's Address)	
	pration organized and existing under the laws of the State	
	thorized to transact surety business in the State of Califorr	
and 1	firmly bound unto San Bernardino County ir Dollars (\$	
we here	noney of the United States of America, for which amount we beby bind ourselves, our heirs, executors, administrators, su and severally, firmly by these presents.	
	EAS, the Principal has entered into a contract dated ontract") with San Bernardino County to do and perform the	, 20, e following work:
Project	Name:	
Project	#:	

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

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

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

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

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

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

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

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

any other set offs pursuant to the Contract Documents.

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed

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

	day of	, 20, by its undersigned
representative(s) pu	irsuant to authority o	f its governing body.
		Principal
		(Have Signature(s) Notarized)
(Seal)		Name:
. ,		By:
		Title:
		Address:
		Phone
		Surety
		(Have Signature(s) Notarized and Attach Power of Attorney)
(Seal)		Name:
		By:
		Title:
		Address:
		Phone

CONTRACT	BOND

PUBLIC WORK

BOND NUMBER _	
	_
EFFECTIVE DATE	

PAYMENT BOND (LABOR AND MATERIALS)

	K	NOW AL	L PERS	ONS E	BY THESE PRE	ESENTS:	That w	/e,	
				(Na	nme of Principa	l)			
								. as Princi	ipal
				(Pri	ncipal's Addres	s)			T
and									
unu _				(N	ame of Surety				
	(Surety's Address) corporation organized and existing under the laws of the State of, nd authorized to transact surety business in the State of California, as Surety, are held nd firmly bound unto San Bernardino County in the amount of Dollars (\$								
			 	(Sı	urety's Address	5)		_	
0.005	norotion	organiza	d and a	viotina	under the law	o of the S	toto of		
								Surety are	, held
and						County	in the		
be ma	ade, we h	nereby bir	nd ourse	lves, o	ur heirs, execu	payment tors, admi	t whereof, v		
							the followi		,
Proje	ct Name:								
Proje	ct #:								

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

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

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

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

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

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

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

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

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

Phone _____

General Prevailing Wage Determinations:

2024-1 Journeyman Determinations

General prevailing wage determinations made by the director of industrial relations Pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1

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

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

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

Includes shift pay determinations.

b. Includes Del Norte, Modoc and Siskiyou Counties.

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

Updated March 27, 2024 Page 1

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

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

General Prevailing Wage Determinations:

2024-1 Journeyman Determinations

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

⁺ Includes shift pay determinations.

b. Includes Del Norte, Modoc and Siskiyou Counties.

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

Updated March 27, 2024 Page 2

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

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

General Prevailing Wage Determinations:

2024-1 Journeyman Determinations

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

b. Includes Del Norte, Modoc and Siskiyou Counties.

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

Updated March 27, 2024 Page 3

Includes shift pay determinations.

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

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

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: Boilermaker-Blacksmith #

Determination:

C-14-X-2-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

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

Localities:

All localities within the State of California

<u>Classification</u> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension ^a	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Boilermaker-Blacksmith (Area 1) ^b	\$46.03	\$8.57	\$18.44°	\$7.90°	\$3.90	\$0.74	8.0	\$85.58	\$121.765 ^d	\$121.765 ^d	\$157.95
Boilermaker-Blacksmith (Area 2) ^b	\$49.62	\$8.57	\$22.30°	\$6.00°	\$4.40	\$0.74	8.0	\$91.63	\$130.59 ^d	\$130.59 ^d	\$169.55
Boilermaker-Blacksmith (Area 3) ^b	\$45.60	\$8.57	\$20.52°	\$5.50°	\$4.40	\$0.74	8.0	\$85.33	\$121.14 ^d	\$121.14 ^d	\$156.95

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

Page 2 of 3

Determination:

C-14-X-2-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

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

Localities:

All localities within the State of California

Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pensiona	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Boilermaker-Blacksmith Helper ^e (Area 1) ^b	\$25.32	f	\$0.73°	\$0.00	\$3.90	\$0.74	8.0	\$30.69	\$43.715 ^d	\$43.715 ^d	\$56.74
Boilermaker-Blacksmith Helper ^e (Area 2) ^b	\$27.29	f	\$0.73°	\$0.00	\$4.40	\$0.74	8.0	\$33.16	\$47.17 ^d	\$47.17 ^d	\$61.18
Boilermaker-Blacksmith Helper ^e (Area 3) ^b	\$25.08	f	\$0.73°	\$0.00	\$4.40	\$0.74	8.0	\$30.95	\$43.855 ^d	\$43.855 ^d	\$56.76

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

Page 3 of 3

<u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

^a Includes amount for Annuity Trust Fund.

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

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

Area 3: All other remaining counties.

^c Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

^d Rate applies to the first 2 daily overtime hours and the first 10 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate.

^e One Helper shall be employed on each job of 5 to 10 employees.

^f Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

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: Iron Worker #

Determination:

C-20-X-1-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

December 31, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

Area 1: San Francisco County.

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

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

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

Area 5: Alpine, Del Norte, Inyo, Lassen, Modoc, Mono, Siskiyou and Trinity Counties

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and	_			Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare	_	Holiday ^a				Rate	Hourly	Hourly	Overtime
(Journeyperson)				-					Rate	Rate	Hourly
(6.5)									(1 ½ X) ^b	(1 ½ X) ^b	Rate
											(2 X)
Iron Worker (Ornamental,	\$52.58	\$12.20	\$9.32	\$6.10	\$0.72	\$7.065	8.0	\$87.985	\$114.275	\$114.275	\$140.565
Reinforcing, Structural)	, , , , ,	,	7	7 - 1 - 2	¥ - · · · —	, , ,		, , , , , ,		,	, , ,
(Area 1)											

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

Page 2 of 2

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

^a Includes supplemental dues

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

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: Electrical Utility Lineman #

Determination:

C-61-X-3-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

May 31, 2024** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

Localities:

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

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

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

Page 2 of 4

Determination:

C-61-X-4-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

December 31, 2024** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774

Localities:

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

wages and Employer	raymems.								
	Basic	Health	Pension	Vacation	Hours	Total	Daily Overtime	Saturday	Sunday/
	Hourly	and		and		Hourly	Hourly Rate	Overtime	Holiday Overtime
	Rate	Welfare		Holiday		Rate	(1 ½ X)	Hourly Rate	Hourly Rate
								(1 ½ X)	(1 ½ X)
<u>Classification</u>									
(Journeyperson)									
Pole Restoration	\$35.87	\$7.75 ^d	\$2.50 ^a	\$1.51	8.0	\$48.71	\$67.18	\$67.18 ^e	\$67.18
Journeyman	ΨΟΟ.Ο1	Ψ1.10	Ψ2.00	Ψ1.01	0.0	Ψ+0.7 1	ΨΟΥ.ΤΟ	ΨΟΤ.ΤΟ	ψ07.10
After 1 year	\$35.87	\$7.75 ^d	\$2.50a	\$2.20	8.0	\$49.40	\$67.87	\$67.87 ^e	\$67.87
After 3 years	¢25.07	Ф 7 7Еd	<u></u>	ΦΩ QQ	0.0	ΦEΩ ΩΩ	ФСО <u>Б</u> С	¢co cce	#60.56
	\$35.87	\$7.75 ^d	\$2.50 ^a	\$2.89	8.0	\$50.09	\$68.56	\$68.56e	\$68.56
After 6 years	\$35.87	\$7.75 ^d	\$2.50 ^a	\$3.58	8.0	\$50.78	\$69.25	\$69.25 ^e	\$69.25
Senior Technician ^f	\$23.15	\$7.75 ^d	\$2.10 ^a	\$0.98	8.0	\$34.67	\$46.60	\$46.60°	\$46.60
After 1 year	¢22.45	Ф 7 7 5 d	<u></u>	¢4.42	9.0	Φ2E 12	¢47.05	¢47.05e	¢47.05
,	\$23.15	\$7.75 ^d	\$2.10 ^a	\$1.43	8.0	\$35.12	\$47.05	\$47.05 ^e	\$47.05
After 3 years	\$23.15	\$7.75 ^d	\$2.10 ^a	\$1.87	8.0	\$35.56	\$47.49	\$47.49 ^e	\$47.49

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

Page 3 of 4

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

Recognized holidays:

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

Travel and/or subsistence payment:

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.

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

Page 4 of 4

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

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

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

^c Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime rate.

d Includes an amount for Health Reimbursements Accounts.

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

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

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: Electrical Utility Lineman

Determination:

C-61-X-5-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

December 31, 2023* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

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

wages and Employer Fayments.									
	Basic	Health	Pension	Vacation	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and		Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfared		Holiday		Rate	Hourly Rate	Hourly Rate	Overtime
(Journeyperson)				•			(1 ½ X)	(1 ½ X)	Hourly
(deditie) person)							('- '	('- '	Rate
									(1 ½ X)
									` ,
Pole Restoration Journeyman	\$34.74	\$7.50	\$2.00 ^a	\$0.00	8.0	\$45.28	\$63.17	\$63.17 ^b	\$63.17
After 6 months	\$34.74	\$7.50	\$2.00 ^a	\$1.77	8.0	\$47.05	\$64.94	\$64.94 ^b	\$64.94
After 3 years	\$34.74	\$7.50	\$2.00 ^a	\$2.63	8.0	\$47.91	\$65.80	\$65.80 ^b	\$65.80
After 6 years	\$34.74	\$7.50	\$2.00 ^a	\$3.10	8.0	\$48.38	\$66.27	\$66.27 ^b	\$66.27
After 10 years	\$34.74	\$7.50	\$2.00 ^a	\$3.50	8.0	\$48.78	\$66.67	\$66.67 ^b	\$66.67
Senior Technician ^c	\$22.42	\$7.50	\$1.60 ^a	\$0.00	8.0	\$32.19	\$43.74	\$43.74 ^b	\$43.74
After 6 months	\$22.42	\$7.50	\$1.60 ^a	\$1.14	8.0	\$33.33	\$44.88	\$44.88 ^b	\$44.88
After 3 years	\$22.42	\$7.50	\$1.60 ^a	\$1.70	8.0	\$33.89	\$45.43	\$45.43 ^b	\$45.43
After 6 years	\$22,42	\$7.50	\$1.60 ^a	\$2.00	8.0	\$34.19	\$45.73	\$45.73 ^b	\$45.73
After 10 years	\$22.42	\$7.50	\$1.60 ^a	\$2.26	8.0	\$34.45	\$45.99	\$45.99 ^b	\$45.99
Pole Treatment Journeyman	\$31.04	\$7.50	\$2.00 ^a	\$0.00	8.0	\$41.47	\$57.46	\$57.46 ^b	\$57.46
After 6 months	\$31.04	\$7.50	\$2.00 ^a	\$1.58	8.0	\$43.05	\$59.04	\$59.04 ^b	\$59.04
After 3 years	\$31.04	\$7.50	\$2.00 ^a	\$2.35	8.0	\$43.82	\$59.81	\$59.81 ^b	\$59.81
After 6 years	\$31.04	\$7.50	\$2.00 ^a	\$2.77	8.0	\$44.24	\$60.22	\$60.22 ^b	\$60.22
After 10 years	\$31.04	\$7.50	\$2.00a	\$3.13	8.0	\$44.60	\$60.58	\$60.58 ^b	\$60.58

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

Page 2 of 2

<u>Classification</u> (Journeyperson)	Basic Hourly Rate	Health and Welfare ^d	Pension	Vacation and Holiday	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (1 ½ X)
Pole Restoration and Treatment ^c									(17271)
Technician (First 6 months)	\$19.16	\$7.50	\$1.10 ^a	\$0.00	8.0	\$28.33	\$38.20	\$38.20 ^b	\$38.20
Pole Restoration and Treatment ^c									
Technician (After 6 months)	\$19.16	\$7.50	\$1.10 ^a	\$0.98	8.0	\$29.31	\$39.17	\$39.17 ^b	\$39.17
Pole Restoration and Treatment ^c									
Technician (After 3 years)	\$19.16	\$7.50	\$1.10 ^a	\$1.45	8.0	\$29.78	\$39.65	\$39.65 ^b	\$39.65
Pole Restoration and Treatment ^c									
Technician (After 6 years)	\$19.16	\$7.50	\$1.10 ^a	\$1.71	8.0	\$30.04	\$39.90	\$39.90 ^b	\$39.90
Pole Restoration and Treatment ^c									
Technician (After 10 years)	\$19.16	\$7.50	\$1.10 ^a	\$1.93	8.0	\$30.26	\$40.13	\$40.13 ^b	\$40.13

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

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

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

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

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: Electrical Utility Lineman #

Determination:

C-61-X-8-2023-1

Issue Date:

February 22, 2023

Expiration date of determination:

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

Localities:

All localities within Del Norte, Modoc and Siskiyou counties.

wages and Employer Payments	•									
	Basic	Health	Pension ^a	Training ^b	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and					Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare					Rate	Hourly	Hourly	Overtime
(Journeyperson)								Rate	Rate	Hourly
(600)								(2X)	(2X)	Rate
								,	,	(2X)
Lineman, Heavy Line										
Equipment man, Certified	\$60.54	\$8.00	\$15.97	\$0.91	\$0.15	8.0	\$85.57	\$148.99	\$148.99	\$148.99
Lineman Welder, Pole Sprayer										
Cable Splicer	\$67.80	\$8.00	\$16.18	\$1.02	\$0.17	8.0	\$93.17	\$164.19	\$164.19	\$164.19
Line Equipment Operator	\$52.06	\$8.00	\$12.51	\$0.78	\$0.13	8.0	\$73.48	\$128.01	\$128.01	\$128.01
Powderman	\$45.41	\$7.90	\$9.51	\$0.68	\$0.11	8.0	\$63.61	\$111.17	\$111.17	\$111.17
Groundman First 1040 Hours	\$24.22	\$7.90	\$8.88	\$0.36	\$0.06	8.0	\$41.42	\$66.79	\$66.79	\$66.79
Groundman 1041-2080 Hours	\$30.27	\$7.90	\$9.06	\$0.45	\$0.08	8.0	\$47.76	\$79.47	\$79.47	\$79.47
Groundman 2081+ Hours	\$37.53	\$7.90	\$9.28	\$0.56	\$0.09	8.0	\$55.36	\$94.67	\$94.67	\$94.67
Pole Sprayer Trainee First six	\$51.88	\$7.90	\$9.71	\$0.78	\$0.13	8.0	\$70.40	\$124.75	\$124.75	\$124.75
months	ψ01.00	Ψ1.50	Ψ5.7 1	Ψ0.70	ψ0.10	0.0	Ψ10.40	Ψ124.70	Ψ124.70	Ψ124.70
Pole Sprayer Trainee Second	\$54.36	\$7.90	\$9.78	\$0.82	\$0.14	8.0	\$73.00	\$129.95	\$129.95	\$129.95
six months	Ψυ-1.00	Ψ1.30	Ψ5.76	Ψ0.02	ψυ. 17	0.0	Ψ10.00	Ψ123.33	Ψ123.33	Ψ129.90
Pole Sprayer Trainee Third six	\$56.18	\$7.90	\$9.84	\$0.84	\$0.14	8.0	\$74.90	\$133.75	\$133.75	\$133.75
months	ψου. 10	Ψ1.50	Ψ5.04	Ψ0.04	ΨΟ. 17	0.0	Ψ1 7.50	Ψ100.70	ψ100.70	Ψ100.70

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

Page 2 of 2

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

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

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

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

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: Telecommunications Technician

Determination:

C-422-X-1-2023-1

Issue Date:

August 22, 2023

Expiration date of determination:

April 6, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within San Francisco, San Mateo and Santa Clara Counties.

		1 1 1 141	l	1 3 4 4 4 4	I —	T			
	Basic	Health	Pension	Vacation	Training	Hours	Total	Overtime	Holiday
	Hourly	and		and			Hourly	Hourly	Overtime
Classification	Rate	Welfare		Holidaya			Rate	Rate	Hourly
(Journeyperson)	Italc	VVCIIAIC		Tionday			Italc		,
(8841118)								(1 ½ X) ^b	Rate
									(2 ½ X)
	A40.54	Φ0.07	04.00	Φ0.00	Φ0.00	0.0	\$04.00	\$00.455	# 400.005
Telecommunications Technician	\$48.51	\$8.27	\$4.06	\$3.36	\$0.00	8.0	\$64.20	\$88.455	\$136.965
				l.	1				1

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

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

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

Page 2 of 3

Determination:

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

Issue Date:

August 22, 2023

Expiration date of determination:

April 6, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Alameda, Contra Costa, Los Angeles, Marin, Orange, Riverside, San Diego and Ventura Counties.

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

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

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

Page 3 of 3

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

Issue Date:

August 22, 2023

Expiration date of determination:

April 6, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

Craft: Telecommunications Technician

Determination:

C-422-X-10-2023-2

Issue Date:

August 22, 2023

Expiration date of determination: April 6, 2024* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Del Norte, Inyo, Mono, San Bernardino and Santa Barbara Counties.

Wages and Employer Payments:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

Craft: Stator Rewinder #

Determination:

C-738-1412-7-2024-1

Issue Date:

February 22, 2024

Expiration date of determination:

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

Localities:

All localities within the State of California

Wages and Employer Payments:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

Page 2 of 2

<u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

^a Does not include any additional amount that may be required for vacation pay.

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

^c Contributions are factored at the appropriate overtime multiplier.

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

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

Determination:

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

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

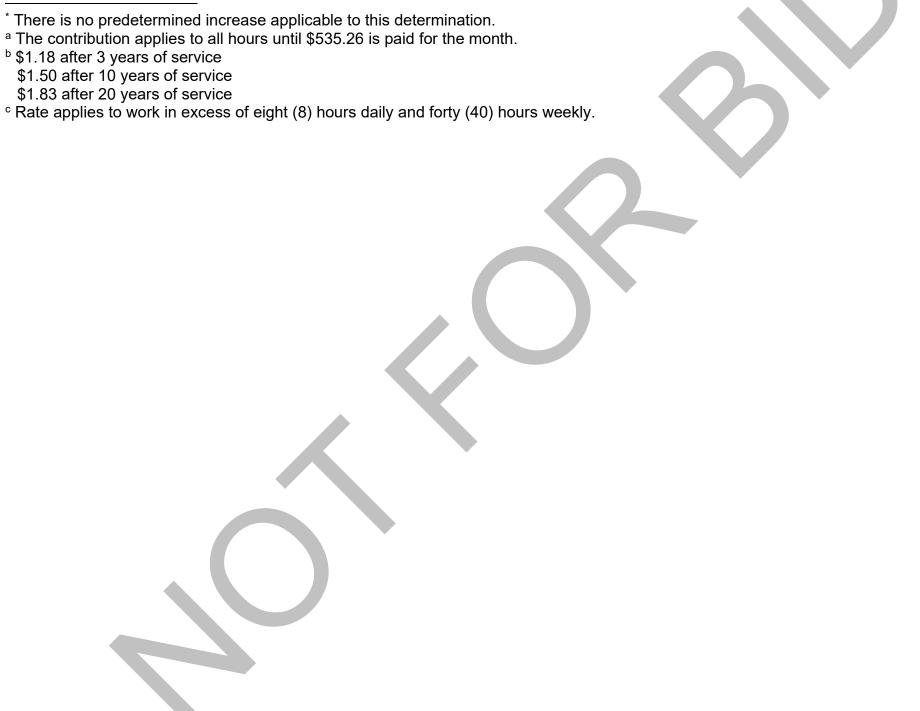
Page 2 of 2

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

^b \$1.18 after 3 years of service

\$1.50 after 10 years of service

\$1.83 after 20 years of service



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

Determination:

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

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

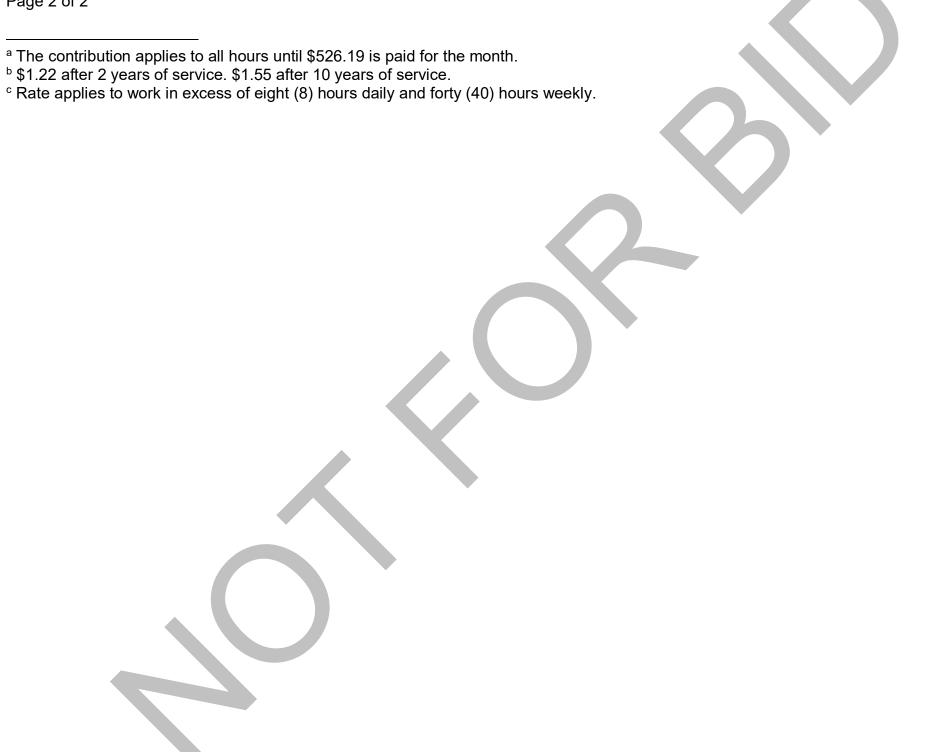
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.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

Travel and/or subsistence payment:

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

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

Page 2 of 2



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

Determination:

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

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

Page 2 of 2

- ^b \$0.78 after 90 days of service with the employer
 - \$1.21 after 5 years of service with the employer
 - \$1.65 after 10 years of service with the employer
- ^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

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

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

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

Determination:

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

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

Page 2 of 2

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

\$0.50 after 2 years of service,

Add \$0.10 for every additional year of service to a maximum of \$1.50 per hour for over 13 years of service.

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

^b \$0.20 after 1 year of service,

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

Determination:

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

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

All localities within San Benito and Santa Cruz Counties

Wages and Employer Payments:

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

Recognized holidays:

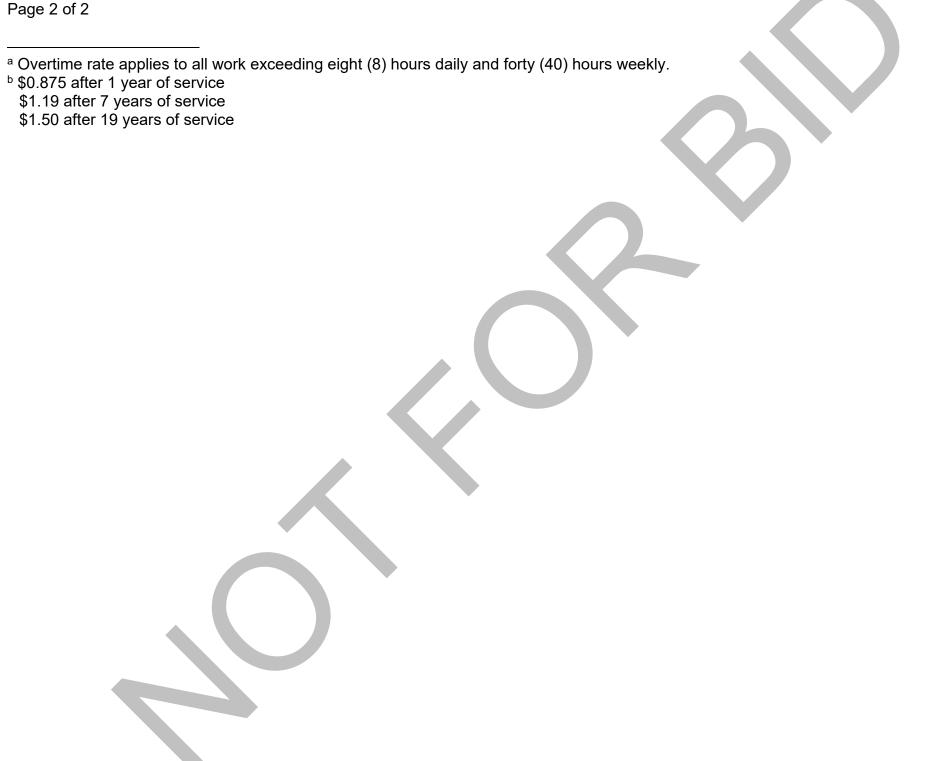
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations.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

Travel and/or subsistence payment:

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

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

Page 2 of 2



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

Determination:

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

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

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

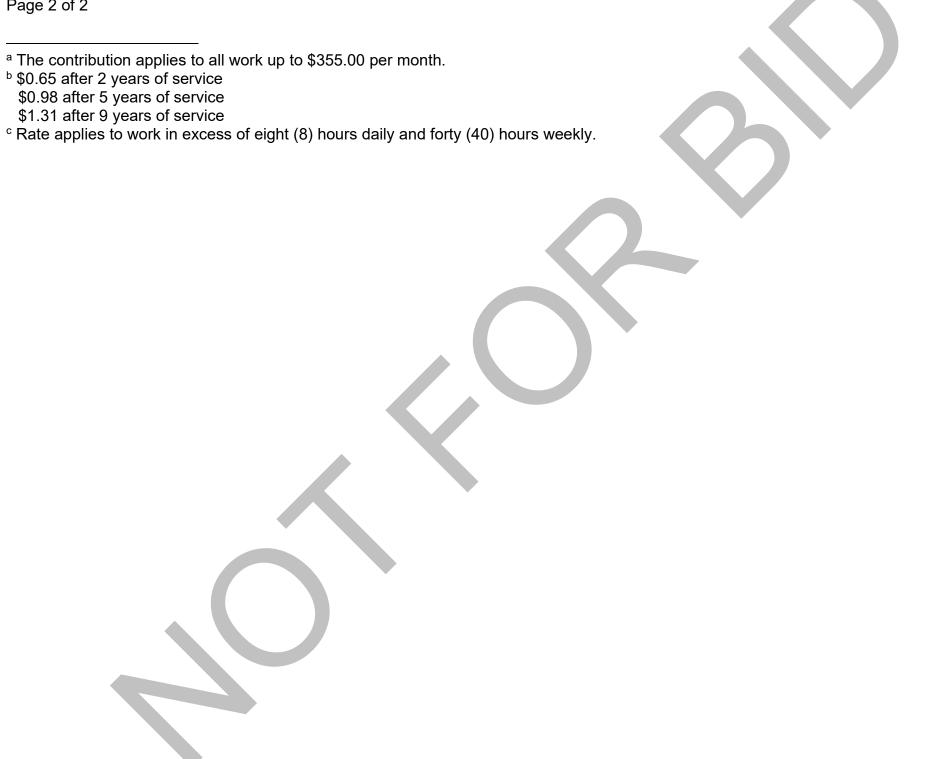
Travel and/or subsistence payment:

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

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

Page 2 of 2

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



^b \$0.65 after 2 years of service

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2023-2

Issue Date:

August 22, 2023

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
Classification	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
Classification									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Metal Roofing Systems Installer	\$48.22	\$11.80	\$9.70	\$4.25	\$0.75	\$0.70	8.0a	\$75.42	\$99.53 ^b	\$99.53 ^b	\$123.64

Recognized holidays:

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

Travel and/or subsistence payment:

Determination: C-MR-2023-2

Page 2 of 2

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

^a In the event that conditions over which the Individual Employer has no control (i.e., adverse weather, project delays, logistical problems, general contractor or owner requirements, etc.) on one or more days during the regular work week prevent employees from working, then work is to be performed on Saturday, when available, at straight time rates.

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

Craft: Metal Roofing Systems Installer

Determination:

C-MR-2023-1A

Issue Date:

February 22, 2023

Expiration date of determination:

March 31, 2023 Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

All localities within Amador and El Dorado Counties. (REF: 830-232-15)

Wages and Employer Payments^a:

rrages 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				Rate	Hourly	Hourly	Overtime
Classification									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Amador County:	\$20.41	\$5.79	\$2.80	\$3.74	\$0.20	\$0.05	8.0	\$32.99	\$43.19	\$43.19 ^b	\$53.40
Metal Roofing Systems Installer	φ20.41	\$5.79	φ2.00	ψ3.74	φυ.Ζυ	φυ.υυ	0.0	ψ32.99	φ45.19	ψ43.19	ψ55.40
El Dorado County:	\$18.81	\$5.35	\$2.80	\$3.48	\$0.20	\$0.00	8.0	\$30.64	\$40.045	\$40.045 ^b	\$49.45
Metal Roofing Systems Installer	φ10.01	φ5.55	φ2.00	φ3. 4 6	Φ0.∠0	φυ.υυ	0.0	\$30.0 4	\$40.045	φ40.043	φ49.45

Recognized holidays:

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

Travel and/or subsistence payment:

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

Determination: C-MR-2023-1A

Page 2 of 2

<u>Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination.

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

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

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2024-1B

Issue Date:

February 22, 2024

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of

Determination: C-MR-2024-1B

Page 2 of 2

Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

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

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

^a Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

^b Included in straight-time hourly rate.

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

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2021-1C

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments^a:

Classification	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Metal Roofing Systems Installer	\$47.59 ^b	\$0.00	\$0.00	\$0.00	\$0.45	\$0.00	8.0	\$48.04	\$71.835°	\$71.835°	\$71.835°

Recognized holidays:

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

Travel and/or subsistence payment:

Determination: C-MR-2021-1C

Page 2 of 2

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

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

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

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

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

Craft: Metal Roofing Systems Installer#

Determination:

C-MR-2020-1D

Issue Date:

February 22, 2020

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

Classification	Basic	Health	Pension	Vacation	Training	Other	Hours	Total	Daily	Saturday	Sunday/
	Hourly	and		and				Hourly	Overtime	Overtime	Holiday
	Rate	Welfare		Holiday				Rate	Hourly	Hourly	Overtime
									Rate	Rate	Hourly
									(1 ½ X)	(1 ½ X)	Rate
											(2 X)
Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	а	\$0.10	\$0.00	8.0	\$30.35	\$41.875	\$41.875	\$53.40

Recognized holidays:

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

Travel and/or subsistence payment:

Determination: C-MR-2020-1D

Page 2 of 2

^a Included in straight-time hourly rate.



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

Craft: Metal Roofing Systems Installer

Determination:

C-MR-2020-1E

Issue Date:

August 22, 2020

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

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

Recognized holidays:

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