

# NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR CONSTRUCTION ON

## ***NEEDLES HIGHWAY - SEGMENT 1B***

***500' South of Park Road to 1 Mile North***

**LENGTH:** 1 Mile  
**WORK ORDER:** H14876  
**AREA:** Needles  
**ROAD NO.:** 588575 030

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

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

**SAN BERNARDINO COUNTY  
DEPARTMENT OF PUBLIC WORKS**

**-- TRANSPORTATION --**



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

**NEEDLES HIGHWAY - SEGMENT 1B**

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LENGTH: 1 Mile  
WORK ORDER: H14876  
AREA: Needles  
ROAD NO.: 588575 030

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

 1/13/22  
Brendon Biggs, P.E.  
Director of Public Works Date:

 1/13/22  
David Doublet, P.E.  
Assistant Director of Public Works Date:

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

 1/13/22  
Mervat N. Mikhail, P.E.  
Transportation Design Division Chief Date:



 1/13/22  
Jeremy Johnson, P.E.  
Traffic Division Engineering Manager Date:



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NOT FOR BID

## NOTICE TO BIDDERS

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

**10:00 A.M., THURSDAY, XXXXXXXX XX, 2021**

in the building of:

San Bernardino County Department of Public Works  
Front Reception Desk  
825 East 3<sup>rd</sup> Street  
San Bernardino, CA 92415-0835

**PLEASE NOTE: All bidders and subcontractors, including, but not limited to persons or entities that deliver ready-mix concrete, must be registered with: 1) the Department of Industrial Relations (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)); and 2) the County's ePro system prior to the date and time to receive sealed proposals or they will be disqualified. The lowest responsive and responsible bidder and its subcontractors must also be registered with the Department of Industrial Relations at the time of award of the contract and must remain registered throughout the term of the contract pursuant to Labor Code section 1771.1. For more information on the requirements of Labor Code section 1771.1, please see <http://www.dir.ca.gov/Public-Works/3854.html>.**

Bids (also referred to as "proposals") in response to this solicitation can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (**however, if a bid is submitted in ePro, the bidder's security described herein must still be submitted in person in a sealed envelope prior to the proposal opening date and time**) or in person at the San Bernardino County Department of Public Works at which time they will be transmitted, publicly opened and declared via video and teleconference via [zoom.com](https://zoom.us/j/296574165) using meeting ID 296-574-165. See the flyer available under the bid posting on ePro for further login information for the following project:

### **NEEDLES HIGHWAY - SEGMENT 1B 500' South of Park Road to 1 Mile North**

**LENGTH:** 1 Mile  
**W.O.:** H14876  
**AREA:** Needles  
**ROAD NO.:** 588575 030

The work, in general, consists of pulverizing asphalt concrete, removing asphalt concrete, cold plane existing asphalt concrete, constructing asphalt concrete over compacted pulverized asphalt concrete. Constructing asphalt concrete cut off walls. Installing tortoise fencing, painting traffic stripe and pavement markings and doing other work appurtenant thereto. **The Base Bid (Schedule "A") includes the pulverizing asphalt concrete, removing asphalt concrete, cold plane existing asphalt concrete, constructing asphalt concrete over compacted pulverized asphalt concrete. Constructing asphalt concrete cut off walls. Installing tortoise fencing, painting traffic stripe and pavement markings**

**Note:**

Public Contract Code section 20103.8(c) allows a local agency to determine the lowest bid by the lowest total of the bid prices on the base contract and those additive items that when taken together in order from a specifically identified list of those items in the solicitation, and added to the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

The County shall determine the lowest bid for the Project pursuant to Public Contract Code section 20103.8(c).

A responsible bidder who submits the lowest bid for the Project as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive items after the lowest responsible bidder has been determined.

The base bid for the Project is identified as Schedule "A" in the plans.

Additive No. 1 for the Project is identified as Schedule "B" in the plans.

Bidding the Project pursuant to Public Contract Code section 20103.8(c) will provide for the maximum amount of construction work with the available funding. The amount of available funding will be disclosed by the Department to the bidders just before the opening of the first bid.

**For example:**

**If the lowest responsive bid for Schedule A plus B is equal to or lower than the disclosed construction funding available, then the low bidder and contract award will be based on these schedules, or**

**If the lowest responsive bid for Schedule A only is equal to or lower than the disclosed funding available, then the low bidder and contract award will be based on this schedule.**

**See pages P - 3 for a description of each Schedule.**

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

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**SPECIAL NOTICE**

The contract is funded in whole or in part with federal funds administered by the California Department of Transportation (Caltrans). As a result, please note the state and federal requirements identified in these Special Provisions and in the Contract (with attachments).

Attention is directed to the Special Provisions regarding the San Bernardino County Equal Employment Opportunity Program, Emerging Small Business Enterprise (ESBE) Program, and the disadvantaged business enterprises (DBE) requirements.

The San Bernardino County affirms that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation. This project and the resulting contract have a DBE goal of Fourteen percent (14.0%) for Schedule A and for Schedule A and B participation. Bidders must meet the DBE goal or make adequate good faith efforts to meet the DBE goal as detailed in Section 2-1.02, "Disadvantaged Business Enterprise" of the Special Provisions. The County may consider the DBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> low bidders when determining whether or not the apparent low bidder made adequate good faith efforts to meet the DBE goal.

The resulting contract requires the following number of apprentices: 0.

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

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A non-mandatory pre-bid meeting is scheduled for

10:00 A.M., WEDNESDAY, XXXXXXXX XX, 2021

To be held via video and teleconference via goto.com using meeting ID 296-574-165. See the flyer available under the bid posting on ePRO for further login information. Handouts from the Pre-bid meeting will be post on ePRO shortly after the Pre-Bid meeting.. **All bidders and interested small businesses are encouraged to attend this meeting.**

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

**NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAN BERNARDINO COUNTY DEPARTMENT OF PUBLIC WORKS OR FROM THE SAN BERNARDINO COUNTY ELECTRONIC PROCUREMENT NETWORK (ePRO) <https://epro.sbcounty.gov/epro/>. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS**

**ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.**

Bids shall be prepared in accordance with these Special Provisions and the following:

1. Caltrans 2015 Standard Specifications, including the Caltrans 2015 Revised Standard Specifications (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
2. Caltrans Standard Plans dated 2015, including the 2015 Revised Standard Plans (Revisions through July 21, 2017), unless specified otherwise in these Special Provisions.
3. Labor Surcharge and Equipment Rental Rates effective on the date work is accomplished.

These publications are published by Caltrans and may be reviewed at the Department of Public Works located at 825 East 3<sup>rd</sup> Street, Room 147, San Bernardino, California or at the following website: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

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

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

The Plans and Special Provisions may be obtained by interested parties direct or by mail at the following:

San Bernardino County Department of Public Works  
Contracts Division  
825 East 3<sup>rd</sup> Street, Room 147  
San Bernardino, CA 92415-0835  
8:00 a.m. until noon, and 1:00 p.m. until 5:00 p.m.  
Monday through Friday with the following exceptions:

The office will be closed on December 25 and 26, 2021, and on January 1 and 2, 2022.

Upon payment as follows: **Plans (CD) and Special Provisions (CD)** \$8.00 per set or **Special Provisions (Hard Copy)** \$20.00 per copy. Mailing fees: Actual cost.

**Bid Documents are also available at no cost to the bidder in ePro.**

With the purchase, a return address must be furnished which the purchaser thereby agrees is sufficient to reach him/her. Please note that, upon payment of the purchase price, the

purchased copy of the plans and Special Provisions become the property of the purchaser and are not to be returned to the County for refund.

**QUESTIONS:** Bidders must submit all questions in writing, by mail, fax, or e-mail. The deadline for bidder questions is **5:00 P.M. on FRIDAY, XXXXXXX XX, 20XX.**

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

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

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

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

This contract is subject to the State of California contract nondiscrimination and compliance requirements pursuant to Government Code section 1890.

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

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

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

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

per diem wages shall be posted at each job site. More specifically, the Contractor shall post the general prevailing wage rates at a prominent place at the job site (Labor Code section 1773.2).

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

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

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

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not

hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor

punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

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

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

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

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

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

**BUY AMERICA:** This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991. Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

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

The Contractor agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the resulting contract, to the extent such vessels are available at fair and reasonable rates. United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to the resulting contract.

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

**FRENDON BIGGS, P.E., DIRECTOR**  
DEPARTMENT OF PUBLIC WORKS

By:



**ANDY SILAO, P.E., Chief**  
Contracts Division

DATE: \_\_\_\_\_

**SAN BERNARDINO COUNTY  
SPECIAL PROVISIONS FOR CONSTRUCTION ON**

**NEEDLES HIGHWAY - SEGMENT 1B  
500' South of Park Road to 1 Mile North**

**Federal-aid Project: PLHDL08-5954(145)**

**LENGTH: 1 Mile  
WORK ORDER: H14876  
AREA: Needles  
ROAD NO.: 588575 030**

**ORGANIZATION**

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

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

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

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**DIVISION 1 GENERAL PROVISIONS**

**1 GENERAL**

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

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

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

The work embraced herein shall be done in accordance with:

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

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

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

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

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

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

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

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

12. Minority – Means the same as defined in Public Contract Code section 2051(c).
13. Small Business Concern – Means a small business as defined by Section 3 of the Small Business Act and relevant regulations found in Title 13 Part 121 of the CFR.
14. Procurement - Includes the acquisition of material, supplies, goods equipment, systems, construction and services through both formal (including competitive bids) and informal transactions which result in purchase orders and/or contracts.
15. Public Works Contract - Is an agreement to perform the work described in Public Contract Code section 22002.
16. Purchase - Means a method of procurement which results in an order for materials, supplies, goods, equipment, systems or services.
17. Purchase Order - Is defined as a form of contract which is used to order supplies, equipment, goods, systems or services. These are either unit price, or time signature in nature, subject to performance by a vendor to form a contractual obligation.
18. Purchasing Agent - Means the Director of the Purchasing Department
19. Bidder/Proposer - Means any person or entity making an offer or proposal to provide goods and/or services to the County.
20. Subcontractor - Means an individual or business firm contracting to perform part or all of another's contract.
21. Bid Item List – Means the schedule of items found in the Proposal pages starting on P-1 of these Special Provisions.
22. Bid book – Means the Proposal pages starting on P-1 of these Special Provisions.
23. Estimated Cost – Is the estimated cost of the project.
24. Holiday – Holidays shown in the following table:

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



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

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

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

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

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

#### **2-1.06A General**

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

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

#### **2-1.06B Supplemental Project Information**

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

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

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

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

San Bernardino County Department of Public Works  
Contracts Division

825 East 3<sup>rd</sup> Street, Room 147  
San Bernardino, CA 92415-0835

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

#### **2-1.10 SUBCONTRACTOR LIST**

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

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

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Department of Industrial Relations public works contractor registration number.
4. The portion of work it will perform. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

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

The Department has established the following goal for the Disadvantaged Business Enterprise (DBE) participation for this project:

**DBE GOAL Schedule A: Fourteen Percent (14.0%)**

**DBE GOAL Schedule A and B: Fourteen Percent (14.0%)**

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

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

- A. A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of materials or supplies, or as a trucking company;

**bidders should keep this in mind when considering whether or not to make work available to DBEs.**

- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest;
- D. Count expenditures to a DBE prime or subcontractor toward DBE goals only if the DBE is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (c).
- E. Count expenditures to a DBE trucking company towards DBE goals only if the trucking company is performing a commercially useful function as explained in 49 CFR 26.55, paragraph (d).
- F. Count expenditures to a DBE vendor of materials or supplies towards DBE goals only if the vendor meets the criteria listed in 49 CFR 26.55, paragraph (e).
- G. DBEs must be certified by the California Unified Certification Program (CUCP). The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification for more information at 1-866-810-6346 for assistance.

Access the CUCP database from the Caltrans, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>

- Click on the link titled [DBE SEARCH Click Here](#)
- Click on [Click here to Access the DBE Query Form](#) link
- Searches can be performed using one or more criteria
- Follow instructions on the screen. It is recommended that you do the following: (1) Select the appropriate Work Category Code, (2) Select the appropriate Caltrans District (District 08 includes San Bernardino County), (3) Select DBE as the Majority Owner Gender, (4) Select the Start Search button. **Do not search by county.**

- H. If you do not have internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

### **DBE Commitment Submittal**

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

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

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

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

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

**Good Faith Efforts Submittal:**

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

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

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

- A. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- B. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- C. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

- D. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
- E. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- F. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- G. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

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

**NON-RESPONSIVENESS OF BID OR PROPOSAL**

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

**FALSE CLAIMS OR REPRESENTATIONS**

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

**SUBCONTRACTOR AND DBE RECORDS**

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

The County requests the Contractor to:

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

Maintain records, including:

1. Name and business address of each 1<sup>st</sup>-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier.
3. Date of payment and total amount paid to each business.

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

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

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

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

### **PERFORMANCE OF SUBCONTRACTORS / DBEs**

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

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled, resulting in the inability to perform the work on the Contract.
11. The County determines other documented good cause.

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

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

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

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

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

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

All County contracts, agreements, and purchase orders shall contain the following clause: Contractor agrees that County has the right to review, obtain and copy all records pertaining to performance of the contract. Contractor agrees to provide County with any relevant information requested and shall permit County access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor shall maintain records for a period of not less than three (3) years after final payment under the contract.

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors", Form CEM 2402F, Exhibit 17-F, from Chapter 17 of the Caltrans Local Assistance Procedures Manual), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory Exhibit 17-F is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.
- 2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Utilization" Form CEM 2404(F) (Exhibit 16-Z1, from Chapter 16 of the Caltrans Local Assistance Procedures Manual), provided to the Contractor by the County's Contract Manager.

### **ADMINISTRATIVE RECONSIDERATION**

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

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

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

### **DBE CERTIFICATION**

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

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

**Additional DBE Requirements:**

Under 49 CFR 26.13(b):

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

Contractor shall:

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

It is Contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

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

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

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

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

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

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

**Delete section 2-1.15, "DISABLED VETERAN BUSINESS ENTERPRISES."**

**Delete section 2-1.18, "SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES."**

**Delete section 2-1.27, "CALIFORNIA COMPANIES."**

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

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

**ePRO**

Bids must be received by the designated date and time. An electronic bid can be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" and evaluated as stated in this solicitation. If the bid is submitted through ePro, the bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the bidder at any time prior to the scheduled deadline for submission of the bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the bid. If the bid is submitted through ePro, the bidder acknowledges that its electronic signature is legally binding. **All bidders must register with the ePro system prior to the date and time to receive the bid or they will be disqualified. Late or incomplete bids will be considered non-responsive.** A "complete" bid is defined as a bidder's submittal that includes all bid documents (i.e., the bid / proposal, bidder's security in a separately sealed envelope, and any other bid documents required for the project). System-related issues in ePro shall be directed to vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060. **NOTE: If sending the bid or bid bond to the Public Works Department in a mail envelope (i.e. U.S. Postal Office, Federal Express, etc.) please enclose the bid and/or bond inside the mail envelope in a separately sealed envelope bearing the title of the project, the name of the bidder, and marked "Bid Proposal and/or Bid Bond". All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Public Works Department. This can cause a delay in the receipt of bids. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Public Works Department, 825 East 3<sup>rd</sup> Street, Front Reception Desk, San Bernardino, CA, on or before the time set for opening of bids.**

**REQUIRED LISTING OF SUBCONTRACTORS**

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

**FEDERAL LOBBYING RESTRICTIONS**

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

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

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

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

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

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

**Delete section 2-1.33A, "General."**

**Delete section 2-1.33B, "Bid Form Supplemental Schedules."**

**Replace section 2-1.34, "BIDDER'S SECURITY," with:**

#### **2-1.34 PROPOSAL GUARANTY**

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

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

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

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

**Any bid/proposal that fails to include an original paper submission of the bidder's security in a separately sealed mailed or otherwise submitted envelope shall be**

**considered nonresponsive.** Bidder's attention is directed to Section 2-1.33, "ePro," of these Special Provisions for further details.

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

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

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

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

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

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

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

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

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

**2-1.47 BID RELIEF**

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

\*\*\*\*\*

**3 CONTRACT AWARD AND EXECUTION**

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

**Delete 1st and 3rd paragraph of section 3-1.02A, "General."**

**Replace 3-1.02B, "Tied Bids," with:**

**3-1.02B Tied Bids**

The Department breaks a tied bid with a coin toss.

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

### 3-1.04 CONTRACT AWARD

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

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

1. The bid protest is in writing.
2. The bid protest is submitted to and received by the Department of Public Works, 825 E. Third Street., Room 147, San Bernardino, CA, 92415 before 5:00 p.m. of the sixth (6<sup>th</sup>) 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.
3. The written bid protest shall set forth, in detail, the grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and Work Order number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

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

### 3-1.05 CONTRACT BONDS

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

**Delete section 3-1.07, "INSURANCE POLICIES."**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3-1.21 CONFLICT OF INTEREST**

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

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

### **3-1.22 FORMER COUNTY OFFICIALS**

Contractor must provide information on former San Bernardino County Administrative officials (as defined below) who are employed by or represent their business. The information provided must include a list of former County Administrative Officials who terminated County

employment within the last five years and who are now officers, principals, partners, associates or members of the business.

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

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

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

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

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11256, 11375, 11625, 12138, 12432, 12250, 13672, Title VI & VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State of California and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**TITLE VI ASSURANCES**

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

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

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

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

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

(5) Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that, in the event Contractor becomes involved in, or is threatened with litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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**4 SCOPE OF WORK**

**Add the following paragraph to Section 4-1.06, "WORK DESCRIPTION":**

The work, in general, consists of pulverizing asphalt concrete, removing asphalt concrete, cold plane existing asphalt concrete, constructing asphalt concrete over compacted pulverized asphalt concrete. Constructing asphalt concrete curb walls. Installing tortoise fencing, painting traffic stripe and pavement markings, and doing other work appurtenant thereto.

**Replace section 4-1.06, "General," with:**

**4-1.06A General**

**a. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

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

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

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

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
  - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the



and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

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

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

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

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

[http://www.dir.ca.gov/dir/Labor\\_Law/DIR/Debar.html](http://www.dir.ca.gov/dir/Labor_Law/DIR/Debar.html).

**Delete section 5-1.13C, "Disabled Veterans Business Enterprises."**

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

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

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

The contractor shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel (if applicable), or personnel from another state, federal, or local agency upon request.

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

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

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

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

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

**High Risk Facility Notification:**

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

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

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

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

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

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

Utility search will be completed and locations marked to prevent impacts and potential hazardous material leaks.

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

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

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

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

**AGENCY CONTACTS**

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

<b><u>AGENCY</u></b>	<b><u>CONTACT</u></b>	<b><u>ADDRESS / PHONE / CELL</u></b>
City of Needles	Tammy Ellmore <a href="mailto:ndlgis@citlink.net">ndlgis@citlink.net</a>	817 Third Street Needles, CA 92363 (760) 326-5740 x-350
Frontier Communications	Allen Cox <a href="mailto:Allen.Cox@FTR.com">Allen.Cox@FTR.com</a>	927 Hancock Road Bullhead City, AZ 86442 (928) 763-0443 (928) 763-1602 x-28

The written notice to owner and preliminary plans were sent to utility agencies on August 30, 2016, and contact has continued at various times since.

**UTILITY RELOCATIONS**

The following utilities will be relocated:

<b><u>AGENCY</u></b>	<b><u>APPROXIMATE LOCATION</u></b>	<b><u>DETAILS</u></b>
Any Agency	<ul style="list-style-type: none"> <li>• Various locations throughout limits of the project.</li> </ul>	<ul style="list-style-type: none"> <li>• If necessary, Contractor shall provide 3 day window, per agency, during construction for unforeseen conflicts requiring relocation. Any unused days may be used by another agency, if necessary.</li> </ul>

**UTILITY PROTECTION**

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

<b><u>AGENCY</u></b>	<b><u>APPROXIMATE LOCATION</u></b>	<b><u>DETAILS</u></b>
City of Needles Electric	<ul style="list-style-type: none"> <li>• Needles Hwy – Abandoned power poles on westerly side of highway.</li> <li>• Needles Hwy – Active overhead lines on easterly side of highway with aerial crossings and service poles at various locations.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> </ul>
Frontier Communications Telephone	<ul style="list-style-type: none"> <li>• Needles Hwy – Buried cable and fiber lines throughout project limits.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor to locate and protect in place.</li> </ul>

**HIGH RISK UTILITIES**

The following utility facilities are “HIGH RISK” facilities:

<u>AGENCY</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
NONE	•	•

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

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

1. During construction operations, all County-owned signs shall be relocated to clear the way for the Contractor's operations. When construction is complete, the County-owned signs shall be installed in final position as designated by the Engineer. (See "Reset Roadside Signs" elsewhere in these Special Provisions).
2. Existing guideposts (paddles) that interfere with construction shall be removed and disposed of.
3. Existing pavement markers, when no longer required for traffic delineation as directed by the Engineer, shall be removed and disposed of.
4. Special precaution shall be taken by the Contractor to protect existing utilities that may not be noticeably visible while working in the road shoulder areas.
5. Throughout the project, utility poles, fire hydrants, water meters, gas meters, water valves and gas valves will be located in the construction area. If applicable, the Contractor shall perform his grading operations around these and construct embankment using pneumatic tampers to achieve the required compaction.
6. The Contractor shall protect existing manholes in place and costs therefor shall be considered as included in the prices paid for pulverization, milling, removal of existing pavement, etc. No prior arrangements have been made with utility owners to lower, raise, or otherwise adjust existing manholes. It is the Contractor's responsibility to make such arrangements and adjustments, at no additional cost to the Department. Where utility owners do not participate in such arrangements, and finished grade of proposed pavement is above existing manholes, said manholes shall be marked and paved over.
7. The Contractor shall protect existing valve cans in place and raise those that are adjustable to finished grade during paving operations. The Contractor shall be solely responsible for coordinating valve can adjustments with utility owners, at no additional cost to the Department. Where valve cans cannot be adjusted, and utility owners do not participate in coordinating adjustments, and finished grade is above existing valve cans, said valve cans shall be marked and paved over.

Contractor shall provide utility window(s) as detailed in the Relocation Table in this section. Multiple utility windows may occur consecutively or concurrently. Days on which the Contractor's controlling operation(s) are suspended due to activities in compliance with providing utility window(s) shall be considered as "non-working" days, in accordance with the fourth paragraph of Section 8-1.06, "Suspension." These "non-working" days will be recorded by the Engineer on Weekly Statements of Working Days as "Non-Working Day, Other." The provisions of Section 8-1.10, "Liquidated Damages," shall not apply to delays caused and

covered by the utility window(s) identified in this section. The costs associated with providing utility windows including, but not limited to, overhead, maintaining BMPs and traffic control will be borne solely by the Contractor.

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

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

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

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

Supplemental Work – The rearrangement of utilities is anticipated work within the scope of the project.

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

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

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

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

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

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

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

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

Bar to pursue the claim in a court of law.

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

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

Claims between the County and the Contractor shall be resolved in accordance with Public Contract Code section 9204 (which is a new law and applies to all public works contracts entered on or after January 1, 2017), as well as Public Contract Code sections 20104, 20104.2, 20104.4 and 20104.6 (if applicable), provided, however, that Public Contract Code section 9204.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the County of such claim or extend the time for giving of such notice as provided in the Contract Documents. The entire text of Public Contract Code sections 9204, 20104, 20104.2, 20104.4 and 20104.6 is incorporated herein and found at the end of these Special Provisions.

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

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

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

**5-1.43G Civil Action**

Any dispute which cannot be resolved between the Parties by first following the applicable and required potential claims and dispute resolution provisions stated in this section 5-1.43, may then be resolved through litigation in a court of competent jurisdiction of the State of California.

**IMPORTANT - BEFORE CONTRACTOR MAY FILE A LAWSUIT AGAINST COUNTY, CONTRACTOR SHALL FIRST COMPLY WITH THE GOVERNMENT CLAIMS ACT, CALIFORNIA GOVERNMENT CODE SECTION 900 ET SEQ., INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENT THAT CONTRACTOR PREPARE AND FILE A TIMELY CLAIM THAT SATISFIES THE GOVERNMENT CLAIMS ACT WITH THE FOLLOWING COUNTY DEPARTMENT:**

**San Bernardino County**

**Risk Management Division**

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

**San Bernardino, California 92415-0016**

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

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

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

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**6 CONTROL OF MATERIALS**

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

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

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

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

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

**6-3.05K Prequalified and Tested Materials For Traffic Control Devices**

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

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

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

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

### **MATERIAL**

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

A certificate of Compliance shall be furnished as specified in Section 6-3.0.1.E, "Certificates of Compliance," of the Standard Specifications for signing and delineation products. Said certificate shall also certify that the signing and delineation product conforms to the prequalified testing and approval of the Department of Public Works, Traffic Division, and were manufactured in accordance with the approved quality control program.

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

### **PAVEMENT MARKERS, PERMANENT TYPE**

Reflective pavement markers:

- Apex (4x4)
- Ray-O-Lite, Models SS, RS, and AA (4x4)
- Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface:

- Stimsonite 911 (4x4)
- Stimsonite 944 SB (2x4) - formerly model 947
- Stimsonite 948 (2.3" x .7")

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

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

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

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

### **PAVEMENT MARKERS, TEMPORARY TYPE**

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

- Astro Optics Model TPM (4x4)
- Flex-O-Lite Model RCM (4x4)
- Stimsonite 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex 35573558 (4x4)

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

- Astro Optics Model TPM (4x4)
- Davidson T.O.M. (Flexible)
- Flex-O-Lite Model (RCM) (4x4)
- Stimsonite Model 66 (4x4)
- Stimsonite 66GB (Grabber Bottom) (4x4)
- Swareflex Model 30023004 (4x4)
- Swareflex Model 35573558 (4x4)
- Valterra Products 12801281 Series (Flexible)
- 3M Scotch-Lane A200 Pavement Marking System

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

- Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
- Valterra Products - 12801281 Series with Reflexite PC-1000 Sheeting

### **STRIPING AND PAVEMENT MARKING MATERIAL, PERMANENT**

Permanent traffic striping and pavement marking tape:

- Brite-Line Series 1000
- Swarco Industries "Director"
- 3M Stamark Brand Pliant Polymer Grade Series 5730
- 3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low-volume roadways only)

Temporary removable construction grade striping and pavement marking tape:

- Advanced Traffic Marking ATM Series 1000
- 3M Stamark Brand, Detour Grade, Series 5710
- Swarco Industries "Director"

Temporary non-removable construction grade striping tape:

- 3M Scotch Lane Brand Construction Grade, Series 5160

### **ROADSIDE DELINEATORS**

One-piece drivable flexible type (48")

- All Weather Plastics "Flexi-Guide 400"
- Carsonite Curve-Flex CFRM-400
- Carsonite Roadmarker CRM-375
- FlexStake H-D
- Polychem, Inc., "Vista-Flex"

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

- Carsonite "Impactor" with 18" soil anchor
- Carsonite "Survivor" with 18" U-Channel anchor
- Safe-Hit with 8" pavement anchor (SH248-GPR and SHAI-08-PI)
- Safe-Hit with 15" soil anchor (SHA5-15C-GL)
- Safe-Hit with 18" soil anchor (SH248-GPR and SHA#-18C-PL)
- Uticom, U-Post, Series 1200 (Formerly Dura-Hit Mod. PC-5049)

Surface mount flexible type (48")

- FlexStake Surface Mount H-D

## **CHANNELIZERS**

Surface mount type (36")

Carsonite "Survivor" Model SMD-353  
Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)  
Carsonite Super Duck II "The Channelizer"  
FlexStake Surface Mount H-D  
The Line Connection "Dura-Post"  
Repo, Models 300 and 400  
Safe-Hit Guide Post with glue down base (SH236SMA)

## **TRAFFIC CONES**

Highway Safety Products 28"  
Radiator Specialty Company 28"  
Roadmarker Company "Stacker" 42"  
Bent Manufacturing Co., "T-Top" 42"

## **TYPE "K" OBJECT MARKER (18")**

Carsonite Models SMD 615 and SMD 615-A  
Repo, Models 300 and 400  
Safe-Hit Model SH718SMA

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

Carsonite, Super Duck II  
The Line Connection, "Dura-Post"  
Repo, Models 300 and 400  
Safe-Hit

## **CONCRETE MEDIAN BARRIER DELINEATOR**

Impactable Type

All West Plastics "Flexi-Guide 235"  
Duraflex Corp. "Flexi-Guide 2020"  
Davidson Portable Concrete Barrier Marker (PCBM-12)  
Reflexit "Barrel Mount Delineator (Mod. 661-662)

Non-impactable Type

Astro-Optics JD Series  
Stinson 267

## **EMERGENCY DELINEATOR (16" GLUE DOWN TYPE)**

Safe-Hit

## **GUARDRAIL DELINEATOR (27" NAIL ON TYPE)**

Carsonite Guardrail Delineator Post (CFGR 427)  
Safe-Hit 27-inch Guardrail Delineator  
All West Plastics "Flexi-Guide" 327

## **METAL BEAM GUARDRAIL DELINEATOR**

Duraflex Corp. "Railrider"

**REFLECTIVE SHEETING FOR TEMPORARY CHANNELIZERS, DELINEATORS AND TRAFFIC CONES**

- 3M High Intensity
- Reflexite PC 1000 (Metalized Polycarbonate)
- Reflexite AP-1000 (Metalized Polyester)
- Seibulite ULG (Ultralite Grade)

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

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

T6500, ASTM D 4956-01, Type IV.

**Stop Signs:**

DG3, ASTM D 4956-09, Type XI.

**Warning Signs (Exclude School Signs):**

T6501, ASTM D 4956-01, Type IV.

**School Warning Signs:**

FYG, ASTM D 4956-01, Type IX.

**Guide Signs:**

T6501, ASTM D 4956-01, Type IV.

**Construction Signs:**

FDG, ASTM D 4956-01, Type X.

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

ASTM D 4956-01, Type II

**Signs Utilizing Engineering Grade:**

ASTM D 4956-01, Type I

**SIGNING MATERIALS LEGEND:**

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

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

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

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

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

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

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

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

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

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

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

the Special Provisions for the project.

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

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

As provided in Labor Code section 1771.1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

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

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

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

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

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

Keep accurate payroll records.

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

1. Each employee's:

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

2. Apprentices and the apprentice-to-journeyman ratio

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

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7-1.05A General**

**Indemnification** – To the fullest extent possible permitted by law, Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, defend (with counsel reasonably approved by County) (even if the allegations are false, fraudulent, or groundless), and hold harmless the County, City of Needles, Bureau of Land Management 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 Indemnitee on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's indemnification obligation applies to the Indemnitee's "passive" negligence but does not apply to the Indemnitee's "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code section 2782 provided such "active" negligence or "willful misconduct" is determined by agreement of the parties or by findings of a court. In instances where an Indemnitee's "active" negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the "active" negligence or "willful misconduct" of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any claim from the County. The Contractor's obligation to defend the County shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate the 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 Council.

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

Contractor shall ensure, by written subcontract agreement, that each of Contractor's subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to all claims arising out, in connection with, or in any way related to each such subcontractor's work in the same manner in which Contractor is required to protect, defend, indemnify, and hold the Indemnitees harmless. In the event Contractor fails to obtain

such defense and indemnity obligations from its subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

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

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

**Replace section 7-1.06 with:**

### **7-1.06 INSURANCE**

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

The additional insured endorsements shall not limit the scope of coverage for the County as well as any other entities named herein to vicarious liability but shall allow coverage for the County as well as any other entities named herein to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2-1011-85.

**Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors, as well as any other entities named herein. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County as well as any other entities named herein.

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

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The policy coverage shall include:

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

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

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

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

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

**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.

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

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

**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 and the insurance specifications for all contracts as delineated herein, (including waiver of subrogation rights) and naming the County as well as any other entities named herein as additional insureds. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required herein.

**Delete section 7-1.07B, "Special Claims."**

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

**7-1.11C Female and Minority Goals**

See section 2-1.12 of these Special Provisions

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**8-1.02 PROGRESS SCHEDULE**

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

**8-1.02 PROGRESS SCHEDULE**

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

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

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

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

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

**8-1.04A General**

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

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

1. Approved baseline progress schedule - **to be provided at least 5 working days prior to construction**
2. Approved Statement of Compliance with Sections 1509 and 1510 of the CalOSHA Construction Safety Orders
3. Approved Fire Safety Plan
4. Approved Notice to Residents, in English and Spanish
5. Approved Notice of Materials to be Used
6. Approved Subcontracting Request
7. Approved Staging Area
8. Approved Storm Water Pollution Prevention Plan (SWPPP)
9. All required environmental submittals
10. Approved Traffic Control Plan.
11. Valid proof of approved permits, including Encroachment permit from the City, if applicable
12. List of personnel assigned to the project
13. Emergency contact list
14. List of Equipment to be Used, which will include a description of each piece of equipment, the name and model number of each piece of equipment, and a unique identification number for each piece of equipment, which will be stenciled on each piece of equipment.
15. Approved Dewatering Plan, prepared by a licensed Professional Civil Engineer.
16. Acceptance of the working / shop drawings for the concrete arch culverts and concrete headwall parapets
17. Written statement from the manufacturer or vendor that the order for the precast arch culverts and headwall parapets has been received and accepted by the manufacturer or vendor. The statement must show the date(s) that the materials will be delivered to the project site.
18. Any other pre-construction submittals deemed necessary by the Engineer.

The above submittal requirements shall be completed within 15 calendar days after the Notice to Proceed with Submittals is issued. The Traffic Control Plan, however, shall be submitted prior to the pre-construction meeting. The working / shop drawings for the precast concrete arch culverts

and headwall parapets shall be submitted within fifteen (15) calendar days after the Notice to Proceed with Submittals is issued, and the Engineer will have 15 calendar days to review and accept the drawings.

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

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

**8-1.04B Standard Start**

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

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

**FOURTY ( 40 ) WORKING DAYS**

starting with the First Working Day Designated. (Refer to the definition of "Working Day" in section 1-1.07B of these Special Provisions.) However, as provided in section 8-1.04A, the failure by Contractor to provide the required submittals identified in the Notice to Proceed with Submittals within the time frame specified in the Notice to Proceed with Submittals may subject the Contractor to being charged working days for each day and every day after the submittal due date.

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

**8-1.10A General**

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

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



However, this limitation does not apply to amounts retained by County in the event of a good faith dispute or as required by law. Contractor shall also comply with Public Contract Code section 7201 in its retention of payments/contract amount to subcontractors.

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

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

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

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

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

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

20104.50

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

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

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

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

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

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

(e) For purposes of this article:

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

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

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

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

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

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

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

**Delete section 9-1.16F, "Retentions."**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 9-1.22 CIVIL ACTION

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

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## DIVISION II – GENERAL CONSTRUCTION

### 10-1.01 ORDER OF WORK

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

**First order of work** – The Contractor shall submit and receive approval for all required pre-construction submittals.

**Second order of work** - The Contractor shall install Portable Changeable Message Signs at locations approved by the Engineer. These signs shall be installed two (2) weeks prior to the start of construction or as directed by the Engineer.

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

**Attention is directed to the "Traffic Control System" section of these Special Provisions, regarding compensation for conforming to this order of work.**

**Third order of work** – The Contractor shall install Tortoise Barrier as directed by the biologist.

**Fourth order of work** – The Contractor shall not begin work within Bureau of Land Management (BLM) lands within a minimum 72 hours of the notice and schedule being provided to the BLM.

All on-site personnel shall be instructed on the requirements of the executed BLM License prior to working on BLM lands.

**Attention is directed to section "United States Department of Interior Bureau Of Land Management" for 2800-14 located in the brown pages of these Special Provisions.**

**Fifth order of work** – Prior to the start of construction, the Contractor shall coordinate with the Engineer and Environmental Management Division (EMD) for the approval of the construction Staging Area per Section 10-1.02, "Environmental Mitigation Measures" of these Special Provisions. If the approved Staging Area is outside of existing road right-of-way, the Contractor shall be required to submit a construction staging agreement with the property owner to the Engineer.

**Prior to submitting the bid, the Contractor shall visit, carefully assess, evaluate, and study the site conditions and constructability of the project. Contractor shall comply with Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications. Under any and all circumstances, the Contractor assumes full responsibility of any and all risks thereof at no cost to the County.**

Full compensation for conforming to the requirements of this section, including any additional mobilizing or demobilizing cost, other work, labor, materials, tools, equipment, and incidentals,

not otherwise provided for, shall be considered as included in the prices paid for the **various contract items of work**, and no additional compensation will be allowed therefor.

## **10-1.02 ENVIRONMENTAL MITIGATION MEASURES**

Staging areas shall be located in areas that have previously been disturbed or developed.

Construction equipment and/or vehicle storage/staging areas SHALL BE INSPECTED OR ARE SUBJECT TO INSPECTION by County hired qualified personnel prior to construction for compliance to the mitigations presented in this section. Mitigation includes monitoring by the Tortoise Biologist for the presence of desert tortoises, and monitoring consultant hired by Department personnel for paleontological, BIO, TRIBAL and cultural resources.

Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected due to its non-vegetated status. Staging in all other areas is prohibited by this Agreement unless otherwise approved PRIOR to staging activities by CDOW.

An education program regarding regulated species will be presented by a County appointed biologist to all onsite personnel prior to the onset of ground disturbing activities. The Biologist will provide wallet-sized cards or a fact sheet that contains this information for workers to carry on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures.

County and/or hired qualified personnel/contractor will maintain the integrity of the fence to ensure that desert tortoises are excluded from the work area during construction. The fence will be inspected weekly, but County and/or hired qualified personnel/contractor may adopt a different schedule, based on experience and with concurrence of the Service. County and/or hired qualified personnel/contractor will inspect and, if necessary, repair the fence immediately after any rainstorm that occurs during the construction period.

A qualified biological monitor will be on-site during all construction activities within and adjacent to suitable Arizona Bell vireo habitat.

### ***Notifications to Regulatory Agencies***

The County will be providing biologist monitors, which will include a biological field contact representative. Biologist monitors will prepare any needed relocation plans.

*All notifications to regulatory agencies shall be directed by the County lead biologist Michael Rathbun at (909) 387-1808.*

### ***Construction Activities***

Prior to construction and before ground disturbance, all construction-related activities shall be confined to the proposed impact boundaries by installing tortoise fencing along the boundary to prevent any construction activities from encroaching into adjacent areas. Construction access points shall be limited to the maximum extent feasible in proximity to the suitable habitat for this species.

### ***Hours of Operation and Lighting***

Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized. Work is allowed after sunrise, and must stop prior to sunset.

**Contractor's attention is directed to the BLM License in the Permits (Brown Pages) section of these Special Provisions for more information.**

No materials are to go beyond the boundaries of existing disturbed area of the roadway

Reference section 5-1.20B "Permits, Licenses Agreements and Certifications," section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications. Contractor shall at all times keep the premises, including construction areas used by the Contractor, free from accumulations of waste materials or rubbish. All trash and debris will be removed upon leaving the construction area each day it is used by the Contractor. The BLM withdrawn lands and surrounding areas will be maintained in a sanitary condition at all times, and the Contractor shall ensure no materials or debris are placed or stored onto any BLM withdrawn lands and/or facilities.

**Contractor's attention is directed to the BLM License in the Permits (Brown Pages) section of these Special Provisions for more information.**

The Contractor shall keep all environmental permits and agreements readily available at the project site at all times. All documents shall be presented to CDFW personnel or personnel from another state, federal, or local agency upon request. The Contractor shall provide copies of all permits, agreements and documents to all personnel working at the project site.

The Contractor shall allow CDFW or other regulatory agency personnel to enter the project site at any time to verify compliance with the Agreement. If contractors and/or subcontractors violate any of the terms or conditions of the agency agreement, all work shall terminate immediately and shall not proceed until the agency has taken all of its legal actions.

Work stoppage or delays caused by contractor's failure to comply with outside agency (e.g. CDFW and U.S. Fish and Wildlife Service) regulations shall not be subject to delay costs.

All construction-related activities shall be confined to the proposed impact boundaries by installing fencing along the boundary to prevent any construction activities from encroaching into adjacent areas. Construction access points shall be limited to the maximum extent feasible in proximity to the suitable habitat for the species.

The Contractor shall perform construction operations in such a manner to mitigate or avoid adverse effects on the environment. The project site transects habitat that may support threatened species.

If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed.

Temporary measures shall be implemented during construction to prevent impact to habitats and may include gravel bags, fiber blankets, and silt fences.

*A County appointed biological monitor will be on-site during all construction activities within and adjacent to suitable Arizona Bell vireo habitat.*

*If any listed wildlife is encountered, the County appointed Biologist shall contact CDFW immediately.*

*The County appointed Biologist shall oversee compliance with the protective stipulations and coordination with other involved regulatory agencies. The biological monitor will be on the project site during all project activities and will have the authority to halt activities that violate measures applicable to the proposed project.*

The Contractor shall also comply with the following mitigation measures:

### **Documentation at Project Site**

Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

Project Site Entrv. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

Personnel Compliance on Site. If the Permittee or any employees, agents, contractors and/or subcontractors violate any of the terms or conditions of this Agreement, all work shall terminate immediately and shall not proceed until CDFW has taken all of its legal actions.

### **Vegetation**

Vegetation removal will be minimized to the least extent possible. Vegetation loss will be replaced using on-site restoration. If needed, additional restoration will occur off-site in areas where similar desert habitat exists. Refer to section 5-1.36, "Property and Facility Preservation" of the Standard Specifications.

A Biological Survey to be performed prior to construction.

During construction, soil and vegetation disturbance will be minimized to the greatest extent feasible to avoid encroaching of invasive species to recently disturbed areas.

No native vegetation shall be removed or damaged without prior consultation and approval of a CDFW representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

Erosion control included in the project shall not use species listed as invasive as listed in, "Invasive Species, LO13112" and guidance provided by FHWA.

Impacts to Scaevola Trees shall be minimized.

### **Removal of Trees/Shrubs During Fall/Winter Months**

Removal of Trees/Shrubs During Fall/Winter Months. To avoid potential impact to nesting birds, trees and shrubs designated for removal should be removed prior to February 15 to after September 1st, if no nest of any birds are present. Trees/shrubs may be removed after February 1st but before March 15th provided the Permittee has a qualified biologist survey the proposed work area to verify the presence or absence of nesting birds. The detailed survey shall be submitted to the CDFW.

## **Tortoise**

After the fencing is installed and before the onset of ground-disturbing activities, the authorized biologist will survey the area and remove all desert tortoises following Service established survey protocols. Desert tortoises that are found inside the fenced area will be placed on the other side of the desert tortoise exclusion fence onto suitable lands identified in the translocation plan that will be developed for this. The authorized biologist will use his or her best judgment to determine the optimal location for placement of desert tortoises. The authorized biologist will follow the protocols provided in chapter 7 of the Desert Tortoise Field Manual (Service 2009) for marking and translocating desert tortoises.

*The County will provide an authorized biologist to conduct surveys for and relocate desert tortoises and eggs during the implementation of the proposed project. The County appointed Biologist will survey the area and remove all desert tortoises after the fencing is installed and before the onset of ground-disturbing activities. Desert Tortoises shall not be handled by anyone other than the County appointed Biologist.*

County and/or hired qualified personnel/contractor will ensure that all construction personnel attend a worker education program presented by the authorized biologist. The program will include information on special status species within the project area, identification of these species and their habitats, techniques being implemented during construction to avoid impacts to species, consequences of killing or injuring an individual or a listed species, and reporting procedures when encountering listed or sensitive species. Construction crews, foremen, and other personnel potentially working on site will attend this desert tortoise education program and place their name on a sign-in sheet. This briefing shall include provisions of the Streambed Alteration Permit.

Only biologists authorized by the Service will handle desert tortoises. County will submit the name(s) of the proposed authorized biologist(s) to the Service for review and approval at least 30 days prior to the onset of activities. County will be responsible for submitting only those names of individuals that meet the minimum standards for being an authorized biologist. No construction activities will begin until the approval of the authorized biologist(s) has been completed. The authorized biologist(s) will follow the protocols outlined in Chapter 7 of the Desert Tortoise Field Manual for handling and marking desert tortoises.

### **Designated Biologist**

Before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities in the stream. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this agreement.

### **Designated Biologist Authority**

The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor CDFW shall be

liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW.

### **On-site Education**

Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology, the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of desert tortoise and any special status species that may be present. Legal protections for those species, penalties for violations, project-specific protective measures included in this Agreement, personal measures that users can take to promote the conservation of those species and procedures with a point of contact if a desert tortoise is observed on site. Interpretation shall be provided for non-English speaking workers and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute wallet-sized cards or a fact sheet that contains this information for workers to carry on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite and be available to the CDFW upon request.

### **Desert Tortoise Reporting**

All personnel shall be informed of their responsibility to report any form of take to the Designated Biologist. If a desert tortoise is found within the project site, activities shall be halted until the tortoise moves off the project site. Should a dead or injured tortoise be located on-site, project activities shall be halted immediately and the Designated Biologist shall contact the CDFW for further guidance. In the case of a dead tortoise, the carcass shall be left in-situ, until the CDFW has responded. The Designated Biologist shall provide initial notification by phone at the time of discovery and a written notification by email within one workday of the incident. Information to be provided to the CDFW shall include, date and time of the finding or incident, location, a photograph, cause of death/injury and any other pertinent information.

Upon locating desert tortoises killed or injured by construction activities, initial notification within 24 hours of their finding must be made to the USFWS. Care must be taken in handling injured animals to ensure effective treatment, and care and in handling dead specimens to preserve biological material in the best possible state.

*The County will coordinate with the FMIR to ensure that the operation of Tribe-owned borrow site and attendant activities outside tribal boundaries, north of Needles Highway, comply with desert tortoise mitigation measures in accordance with the FESA.*

Vehicle traffic and parking at work sites and along existing roads will be conducted so as to minimize the potential for running over desert tortoises and to prevent damage to tortoise habitat. Construction vehicles will be driven and parked only within designated areas. Driving speeds will be limited to no more than 20 miles per hour on all dirt roads.

### **Tortoises and Construction Equipment**

Workers will inspect for desert tortoise under vehicles and construction equipment prior to moving them. If a desert tortoise is present, the vehicle will be moved only if necessary and if the desert tortoise will not be injured. If it is not possible to move a vehicle without injuring a tortoise, the vehicle will not be moved until the tortoise has moved out from under the vehicle

or an authorized biologist has carefully moved the tortoise following project's translocation plan.

### **Vehicle Inspections**

All personnel operating vehicles shall inspect underneath their parked vehicle prior to moving it. If a desert tortoise is found beneath the vehicle, operators shall wait for the tortoise to move unaided.

The Contractor shall inspect for desert tortoise under construction equipment prior to moving them. If a desert tortoise is present, the equipment shall be moved only if necessary and if the desert tortoise will not be injured. If it is not possible to move a vehicle without injuring a tortoise, the equipment shall not be moved until the tortoise has moved out from under the vehicle *or a County appointed biologist has carefully moved the tortoise following project's translocation plan.*

Desert tortoises killed or injured by construction activities, initial notification within 24 hours of their finding must be made to the USFWS by the County Biologist. Care must be taken in handling injured animals to ensure effective treatment, and care and handling dead specimens to preserve biological material in the best possible state.

Prior to the start of construction, the contractor shall install fencing to exclude desert tortoises from all work areas and right-of-way under the direction of County appointed biologist. All construction-related activities shall be confined to the proposed impact boundary.

The Contractor maintain the integrity of the fence to ensure that desert tortoises are excluded from the work area during construction. The fence shall be inspected weekly, unless otherwise directed by the Biologist.

Attention is directed to the section entitled "Tortoise Barrier" located elsewhere in these Special Provisions.

### **Burrowing Owl**

*A pre-construction burrowing owl survey is required to determine the presence/absence of the burrowing owl. The pre-construction survey will be conducted by a County appointed biologist 14 days prior to any ground disturbing activities.*

If the burrowing owl is found to be present during the pre-construction survey, the following avoidance measures will be implemented, as necessary and as feasible:

- Avoid disturbing occupied burrows during the breeding/nesting period, from February 1 through August 31. Construction Activities within or near migratory birds nesting areas will also be avoided during this period
- Avoid impacts to burrows occupied during the non-breeding season by resident burrowing owls
- Avoid direct destruction of burrows through chaining (dragging a heavy chain over an area to remove shrubs) or dinking
- Develop and implement a worker awareness program to increase the on-site worker's recognition of and commitment to burrowing owl protection
- Place visible markers near burrows to ensure that equipment and other machinery does not collapse burrows

- Do not fumigate, use treated bait, or other means of poisoning nuisance animals in areas where burrowing owls are known or suspected to occur

The Contractor shall have a follow up sweep of the project footprint performed within 72 hours of commencement of project activities. If any burrowing owls are detected the Contractor shall not commence activities until authorized by the Biologist.

### **Desert Kit Fox**

A pre-construction survey will be conducted by a County appointed Biologist to determine the presence/absence of desert kit fox burrows. If burrows are found a passive relocation plan will be developed and implemented in coordination with CDFW.

### **Nesting Birds**

The Contractor shall not remove or otherwise disturb vegetation or conduct any other project activities on the project sites from February 1st to September 15th to avoid impacts to breeding/nesting birds.

*If the nesting season cannot be avoided and construction or vegetation removal occurs between February 1st to September 15 (January 1st to July 31st for Raptors), the Contractor shall request a nesting bird survey from the County appointed biologist no more than 72 hours before construction is scheduled to commence.*

*Preconstruction surveys for nesting birds will be conducted by the County appointed Biologist a minimum of three times on separate days after initiation of the nesting season. These surveys will be conducted within the week prior to initiation of brushing, grading, or other construction activities if these activities are initiated during the breeding season. One survey will be conducted the day immediately prior to work initiation. If active nests are observed within or adjacent to the project boundary, then a buffer is required until either the young have fledged or the nest becomes inactive. The size of the buffer shall be determined by the qualified biologist. In addition, a nest monitoring program shall be prepared and implemented to document the success of nesting activities within the established buffer should they occur.*

The Contractor shall not take any birds or take or destroy nests (or eggs) of birds, including raptors and other migratory nongame birds.

The Contractor shall not disturb trees that contain active bird nests without prior consultation and approval of a CDFW representative.

Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 {50 C.F.R. Section 10.13}, Sections 3503, 3503.5, and 3513 of the California Fish and Game Code that prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

The Contractor shall not take or destroy nests (or eggs) of birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513.

### **Hazardous Material in Soils**

The contractor shall prepare a project-specific Lead Compliance Plan in accordance with section 10-1.04 of these special provisions which includes protocols for environmental and personnel monitoring, requirements for personal protective equipment and other health and safety procedures. Soil excavation exceeding six inches in depth shall be tested for hazardous

substances prior to removal. Imported soil shall also be tested to ensure it complies with the Standard Specifications.

Additionally, the Contractor is required to adhere to the following:

- a) Contractor may not allow contamination or pollution of lands, waters, or project works of the BLM for which the Contractor has the responsibility for care, operation, and maintenance by its employees or agents, and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to, hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
- b) Contractor shall comply with all applicable Federal, State, and local laws and regulations and BLM policies and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in lands, waters, or project works of the BLM.
- c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., and the regulations promulgated pursuant to that Act.
- d) Upon discovery of any event which may or does result in contamination or pollution of lands, waters, or project works of the BLM, the Contractor shall initiate emergency measures to protect health and safety and the environment if necessary, and shall provide notice of such discovery with full details of the actions to the BLM's Environmental Planning and Compliance Group Manager at telephone number (928) 343-8100 and to the Engineer. Additionally, all spills, regardless of size, shall be reported to the BLM's Environmental Planning and Compliance Group Manager and the Engineer. Such notice shall be within a reasonable time period, but not to exceed twenty-four (24) hours from the time of discovery if it is an emergency, and the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- e) Violations of any of the above requirements, upon which the Contractor does not take immediate corrective action, may, as determined by the BLM and/or County, constitute grounds for termination of the BLM License and/or this contract, and shall, in addition to any other damages or remedies available to BLM and/or County, make the Contractor liable for the cost of full and complete remediation and / or restoration of any resources or facilities of the BLM that are adversely affected as a result of the violation.

Determine if groundwater will be impacted during construction. A Site Assessment (SI) for potentially contaminated groundwater as well as for the former dump site shall be conducted if they will be impacted by right-of-way requirements for the project. Remedial actions will be required according to requirements of the RWQCB, Colorado River Basin Region, consistent with NPDES.

Conduct testing for pesticides of soil samples for properties within the project's limits. Soil samplings should be done in accordance with DTSC. Based on the testing results, the appropriate way to handle and dispose of the soil will be determined

**Contractor's attention is directed to the BLM License in the Permits (Brown Pages) section of these Special Provisions, for more information.**

### **Air Quality**

The contractors shall comply with any government air pollution control rules, regulations, ordinances and statutes regarding exhaust emissions. The contractors shall maintain and operate construction equipment in a manner that minimizes exhaust emissions.

The contractors shall follow MDAQMD Rule 403 requirements to control fugitive dust. Such requirements could include the following:

Apply water or other dust palliative to the site and equipment as frequently as necessary to control fugitive dust emissions. Fugitive emissions generally must meet a "no visible dust" criterion either at the point of emission or at the right-of-way line depending on local regulations.

Spread soil binder on any unpaved roads used for construction purposes, and all project construction parking areas.

Wash off trucks as they leave the right-of-way as necessary to control fugitive dust emissions.

Properly tune and maintain construction equipment and vehicles. Use low-sulfur fuel in all construction equipment as provided in CA Code of Regulations Title 17, Section 93114.

Develop a dust control plan documenting sprinkling, temporary paving, speed limits, and expedited revegetation of disturbed slopes as needed to minimize construction impacts to existing communities.

Locate equipment and materials storage sites as far away from residential and park uses as practical. Keep construction areas clean and orderly.

Near sensitive air receptors, establish ESAs or their equivalent within which construction activities involving the extended idling of diesel equipment would be prohibited, to the extent feasible.

Use track-out reduction measures such as gravel pads at project access points to minimize mud and mud deposits on roads affected by construction traffic.

Cover all transported loads of soils and wet materials prior to transport, or provide adequate freeboard (space from the top of the material to the top of the truck) to minimize emission of dust (particulate matter) during transportation.

Promptly and regularly remove dust and mud that are deposited on paved, public roads due to construction activity and traffic to decrease PM.

Contractor shall prevent water containing mud, silt or other pollutants from dredging, grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows.

Route and schedule construction traffic to avoid peak travel times as much as possible, to reduce congestion and related air quality impacts caused by idling vehicles along local roads.

Install mulch or plant vegetation as soon as practical after grading to reduce windblown particulate in the area. Be aware that certain methods of mulch

placement, such as straw blowing, may themselves cause dust and visible emission issues and may need to use controls such as dampened straw

**Contractor's attention is also directed to the BLM License in the Permits (Brown Pages) section of these Special Provisions, regarding the reduction of nuisance by dust and to prevent dust from damaging any other properties or causing a nuisance to persons.**

### **Noise**

The contractor will implement appropriate noise mitigation measures, including scheduling the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources.

All equipment will have sound-control devices that are no less effective than those provided on the original equipment. No equipment will have an un-muffled exhaust, and noise levels will not be allowed exceed local ordinance requirements for construction noise.

### **Cultural/Paleontology/Archaeology/Tribal**

*The County will establish an ESA in accordance of Section 106 PA Stipulation VIII.C., historic properties identified within the non-tribal portions of the project will be protected in place during construction through the establishment of ESAs. A County appointed qualified archaeological monitor will be present to monitor ESAs during project construction. An on-call archaeological tribal monitor shall be present during construction for inspection of activities involving subsurface trenching. If cultural materials or remains are discovered the monitor and FMIT will notify the Ahamakav Cultural Society.*

In the event of a change in the project location, or an unanticipated discovery on non-tribal lands portions of the project, the principal investigator will be contacted so that cultural resources can be evaluated and appropriate measures taken in accordance with 36 CFR Part 800.

In the event of a change in the project location, or an unanticipated discovery on tribal lands portions of the FMIT's Cultural Resources Director and the BIA's Regional Archeologist will be contacted so that cultural resources can be evaluated and appropriate measures taken in accordance with 36 CFR 800.

*A County appointed trained paleontological monitor will be present during ground-disturbing activities in areas identified in the PRIE Report to likely contain paleontological resources. If paleontological resources are identified the monitor will be authorized to temporarily halt construction to avoid impacts to the finds. During construction the monitor shall collect and process samples for microscopic examination of residual materials.*

If a large deposit of bone be encountered, salvage of all bone in the area will be conducted under the supervision of the monitor in accordance with modern paleontological techniques. All fossils collected will be prepared to a reasonable point of identification. Excess sediment or matrix will be removed as appropriate.

*A County appointed Archaeological and Tribal Monitors will establish an Archaeological Monitoring Area (AMA) within the construction limits where access is allowed, but work is subject to archaeological monitoring. An AMA will be established within the construction limits along non-tribal portions of the project alignment. The archaeological monitor must be on site to monitor all job site activities within the AMA. No work will be allowed within the AMA unless an archaeological monitor is present. If archaeological resources are discovered within the*

AMA all work within a 60-foot radius must stop so that the discovery area may be protected and the Engineer and principal investigator must be notified. The principal investigator will assess the nature and significance of the find. Work within the discovery area may not resume until authorized by the principal investigator and Engineer.

**Contractor's attention is also directed to the BLM License in the Permits (Brown Pages) section of these Special Provisions, regarding the discovery of cultural resources.**

### **Vehicle and Equipment Maintenance**

The contractor shall inspect and clean construction equipment at the beginning and end of each day, and prior to transporting equipment. Consideration should be given to the use of water conservation methods.

Any equipment or vehicles driven and/or operated adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water, could be deleterious to aquatic life.

No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.

Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.

Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.

Staging areas will be located in areas that have previously been disturbed or developed.

Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected due to its non-vegetated status. Staging in all other areas is prohibited by this Agreement unless otherwise approved PRIOR to staging activities by CDFW.

Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have spillable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of project-related activities. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

### **Construction Site Housekeeping**

The use of standard BMPs (screening, good housekeeping, phasing to minimize disturbance) will be implemented to reduce the temporary effects of construction activities.

The Contractor shall install and use fully covered trash receptacles with secure lids (wildlife/raven proof) that contain all food, food scrapes, food wrappers, beverage and other miscellaneous trash generated by work force personnel. Trash and discarded food items will be promptly contained within containers. Container contents will be regularly removed from the construction site to reduce the attractions to ravens and other predators of desert tortoises. Open trenches or holes will be inspected a minimum of three times per day immediately prior to backfilling.

During construction, the construction contractor shall inspect and clean construction equipment at the beginning and end of each day, and prior to transporting equipment. Consideration should be given to the use of water conservation methods.

The Contractor shall comply with all litter and pollution laws.

The Contractor shall pick up all debris and waste daily.

The Contractor shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, trash, washed out vehicles, and other construction materials, that the Contractor places within, or where they may enter the stream.

No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated project-related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into, waters of the State. Any of these materials placed within or where they may enter a stream, by the Contractor or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When project-related activities are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the stream or lake by the Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

The Permittee shall comply with all litter and pollution laws.

All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Permittee to insure compliance.

No firearms, dogs, or other domestic animals will be allowed at the project site. Firearms carried by authorized security and law enforcement are exempt.

No hunting is permitted during project-related activities.

Sediment from project-related activities shall not be placed in upland areas where it might likely be washed into the stream, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees.

The Contractor shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake.

The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by the Contractor of any spills and shall be consulted regarding clean-up procedures.

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

If any hazardous waste is encountered during the project construction activities, all work will be stopped in the affected area, and the appropriate agency, and trained personnel will be contacted for handling the waste.

If a batch plant is to be located on FMIR's rock quarry and borrow sites, appropriate storage and usage procedures of petroleum products associated with the plant will be implemented to prevent spill or contamination. A spill containment and emergency response plan will be prepared to prevent contamination in case of spill during use and storage.

The contract lump sum price paid for **Environmental Mitigation Measures** shall include compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved and no additional compensation will be allowed therefor.

### **10-1.03 LEAD COMPLIANCE PLAN**

Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs Section 1532.1.

Submit a plan:

1. That documents your compliance program to prevent or minimize worker exposure to lead
2. Including the items listed in 8 CA Code of Regs Section 1532.1(e)(2)(B)
3. Sealed and signed by a Certified Industrial Hygienist (CIH)

Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees or their representatives, provide a safety training program to those employees that complies with 8 CA Code of Regs Section 1532.1 and your lead compliance plan.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs Section 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 County employees, including their representatives.

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

### **10-1.04 SCHEDULING**

The Contractor shall, in accordance with Section 8-1.02D(10), "Payment", of the Standard Specifications and these Special Provisions, furnish the Engineer with four (4) copies of a schedule showing how the work is expected to proceed during the construction period. This

schedule is to include expected starting and completion dates for the major items of work and foreseeable delays that may result from failure to obtain materials or subcontractors on time.

The schedule shall be updated and revised monthly, showing any changes made to the original schedule. The Contractor shall furnish the Engineer with four (4) copies of the revised schedule five (5) working days before the first of each month prepared.

Full compensation for conforming to the requirements of Section 8-1.02D(10), "Payment", of the Standard Specifications and these Special Provisions, including furnishing all labor, materials, tools, equipment incidentals shall be considered as included in the prices paid for the **various items of work** and no additional compensation will be allowed therefor.

#### **10-1.05 INSPECTION AND ACCEPTANCE**

The Contractor shall at all times during the contract period, conform to the provisions in Section 5, "Control of Work", and Section 6, "Control of Materials", of the Standard Specifications, and these Special Provisions.

All work (which term includes, but is not restricted to, materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the County at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of the County and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the County shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance nor in any way affect the continuing rights of the County after acceptance of the completed work under the terms of the last paragraph of this section, except as herein above provided.

The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the contract requirements, unless in the public interest the County consents to accept such material or workmanship with an appropriate adjustment in contract price.

The Contractor shall promptly segregate and remove rejected material from the premises.

The Contractor does not promptly replace rejected material or correct rejected workmanship, the County (1) may, by contract or otherwise, replace such material or terminate the Contractor's right to proceed in accordance with Section 8, "Prosecution and Progress", of the Standard Specifications.

The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and tests as may be required by the Engineer.

All inspections and tests by the County shall be performed in such manner as to not delay the work unnecessarily. The County reserves the right to charge to the Contractor any additional cost of inspections or tests when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.

Should it be considered necessary or advisable by the County at any time before acceptance of the entire work to make an examination of work already completed, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material necessary for testing or uncovering of same.

If such work is found to be defective or nonconforming with any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of satisfactory reconstruction.

Unless otherwise provided in this contract, acceptable by the County shall be made as promptly as practicable after completion and inspection of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defect, fraud, or such gross mistakes as my amount to fraud or as regards the County's rights under any warranty or guarantee.

Full compensation for conforming to the requirements of Section 5, "Control of Work", and Section 6, "Control of Materials", of the Standard Specifications and these Special Provisions, including furnishing all labor, materials, tools, equipment incidentals shall be considered as included in the prices paid for the **various contract items of work** and no additional compensation will be allowed therefor.

### **10-1.06 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

This project is subject to the requirements of the General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, under the California State Water Resources Control Board (SWRCB), Order No. 2009-009-DWQ, CAS000002 (General Construction Permit). All permit related documents can be located at the SWRCB website at [www.waterboards.ca.gov](http://www.waterboards.ca.gov). This project lies within the boundaries of the **Colorado River Regional** Water Quality Control Board (RWQCB). The project is also covered by *Waste Discharge Identification (WDID), the General Waste Discharge Requirements for Small Construction Projects*, Compliance manuals applicable to this project are the California Best Management Practices Handbooks found at [www.cabmphandbooks.com](http://www.cabmphandbooks.com) (hereafter referred to as "the Manuals"). The General Construction Permit, WDID, *the General Waste Discharge Requirements for Small Construction Projects*.

This project shall conform to the Permits and modifications thereto. The Contractor shall therefore understand and have necessary certifications and fully comply with the applicable provisions of the Permits and all modifications, thereto, the Manuals, and Federal, State and local regulations and requirements that govern the Contractor's operations and stormwater and non-stormwater discharges from both the project site and areas of disturbance outside of the project limits during all construction phases. Attention is directed to Sections 7-1.02, "Laws" of the Standard Specifications and Section 7-1.05A, "General-Indemnification" and Section 7-1.06, "Insurance" of the Special Provisions.

Work Period in Wet Weather/ Dry Weather Only.

The work period within and surrounding the Milpitas Wash shall be restricted to periods of low rainfall (less than one inch per 24 hour period) and periods of dry weather (with less than a 40 percent chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

If dewatering is required to construct the proposed project, dewatering activities shall be subject to requirements of the Dewatering Permit from the Colorado River Basin RWQCB. Dewatering activities associated with tribal land is subject to the EPA's NPDES Construction Permit, CAR1200001.

For construction activities on tribal land, the project shall comply with the provisions of the

CGP (CGP Number: CAR120001). The CGP requires compliance with effluent limits and other permit requirements, such as the development of a SWPPP. Construction operators intending to seek coverage under EPA's CGP must submit a NOI certifying that they have met the permit's eligibility conditions and that they will comply with the permit's effluent limits and other requirements. To submit the NOI, the operator should use the "electronic NOI system".

The County will comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities and any subsequent permit as they relate to construction activities for the project. This will include:

Submission of the Permit Registration Documents, including a NOI, site map, SWPPP, annual fee, and signed certification statement to the SWRCB at least 14 days prior to the start of construction.

The SWPPP will meet the requirements of the CGP and will identify potential pollutant sources associated with construction activities; identify non-storm water discharges, and identify, implement, and maintain BMPs to reduce or eliminate pollutants associated with the construction site.

The BMPs identified in the SWPPP will be implemented during project construction. A Notice of Termination (NOT) will be submitted to the SWRCB upon completion of construction and stabilization of the site.

The County will implement erosion control, sediment control, non-storm water management, run-on and runoff controls, and good site management housekeeping practices.

The Contractor shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion Control Plan shall be submitted to the CDFW for review and approval at least thirty (30) days prior to commencement of any work. The Erosion Control Plan shall demonstrate that no plastic netting of any kind shall be used for this project. Any type of erosion control blanket or other product shall not use plastic. Furthermore, any type of erosion control shall be weed-free. No work can commence without CDFW approval of the Erosion Control Plan.

Any erosion control shall exclude the use of plastic or "hard" netting. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.

Sediment from project related activities shall not be placed in upland areas where it might likely be washed into the stream, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees.

The Contractor shall comply with the requirements of the Permits and Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Implementing, inspecting and maintaining water pollution control practices on areas outside the project area and County right of way, not specifically arranged and provided for by the County in the execution of this contract, will not be paid for without prior written approval.

## **STORMWATER POLLUTION PREVENTION PLAN PREPARATION APPROVAL AND AMENDMENTS**

The County of San Bernardino has determined a Risk Level 1 for this project. The County has prepared a Draft Stormwater Pollution Prevention Plan (SWPPP) for the project. The Draft SWPPP provides the general stormwater approach for the project and the minimum necessary Best Management Practices (BMPs). The Draft SWPPP is not to be considered a final and

complete document until it has been reviewed and updated by the Contractor, additionally reviewed and approved by the County, and submitted to the SWRCB. The Contractor is expected to include in the updated Final SWPPP necessary details pertaining to the methods and scheduling of construction and any additional necessary BMPs, based on the Contractor's project approach.

Four (4) final signed hardcopies and one (1) electronic copy of the Final SWPPP must be submitted to the Engineer for review and acceptance within 15 business days prior to the start of construction activities. No work having potential to cause water pollution shall be performed until the SWPPP has been approved by the Engineer. The Contractor shall keep one (1) copy of the approved Final SWPPP and any approved amendments to the Final SWPPP at the project site. The SWPPP shall be made available upon request by a representative of the RWQCB and the SWRCB. Requests made by the public or other third parties for review of the SWPPP shall be directed to the Engineer. The Contractor shall notify the Engineer immediately when regulatory agencies request to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to the water pollution control work. The Contractor shall immediately send copies of all correspondence, notices of violation, enforcement actions or proposed fines, issued by a regulatory agency, to the Engineer.

#### **SWPPP IMPLEMENTATION - (INSPECTION, MAINTENANCE & REPAIR, RAIN EVENT ACTION PLAN (REAP), MONITORING AND REPORTING)**

SWPPP Implementation, further defined as inspection, Maintenance & Repair, Rain Event Action Plan (REAP), Monitoring, and Reporting shall conform to all of the requirements of Attachment "Risk Level 1 Requirements" included in the Permits and Agreements section (Brown Pages) of these Special Provisions. Contractor's failure to strictly conform to these requirements shall be subject to the Payment and Penalties specifications of this section in addition to the Engineer may order suspension of construction operations as noted below.

The work period within and surrounding the Milpitas Wash shall be restricted to periods of low rainfall (less than inch per 24 hour period) and periods of dry weather (with less than a 40 percent chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

For Risk Level 2 and 3, the contractor shall notify the Engineer of a likely rain event that is defined as a forecast of 50% or greater probability of precipitation in the project area and submit to the Engineer the REAP three (3) business days prior to such event. The REAP form to be used for a rain event is included in the Permits and Agreements section (Brown Pages) of these special provisions.

For Risk Level 2 and 3, the contractor shall comply with General Construction Permit for sampling and testing procedure. In the event that any effluent sample exceeds an applicable numeric action level (NAL), Risk Level 2 dischargers shall electronically submit all storm event sampling results to the Engineer no later than eight (8) days after the conclusion of the storm event. All Risk Level 3 dischargers must electronically submit all storm event sampling results to the Engineer no later than four (4) days after the conclusion of the storm event.

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, repairing, removing, and disposing of the water pollution control practices specified in the

SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8 of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

**WATER POLLUTION BEST MANAGEMENT PLAN (BMP) BUDGET**

The Contractor shall include a completed Water Pollution BMP budget (sample shown below) with Contractor's submittal of the Final SWPPP to the Engineer. The Water Pollution BMP budget shall itemize the BMPs for water pollution control work. The Water Pollution BMP budget shall provide a cost breakdown of the contract lump sum for the Water Pollution Control Work based on BMP quantity, unit cost and total amount.

The sum of the amounts for the items of work listed in the Water Pollution BMP budget shall be equal to the contract lump sum price bid for Water Pollution Control Work.

The Contractor shall be responsible for the accuracy of the quantities and values used in the Water Pollution BMP budget. Partial payment for the item of water pollution control work will not be made until the Water Pollution BMP budget is approved by the Engineer. Overhead and profit shall be included in the individual line items listed in the Water Pollution BMP budget.

Line item quantities indicated in the Water Pollution BMP budget in this section shall be considered to be project-specific minimums. Additionally, Line items indicated without quantities in the Water Pollution BMP budget shall be considered by the Contractor for selection to meet the applicable "Minimum Requirements" as defined in the California BMP Handbook for Construction. All the BMPs listed in the Water Pollution BMP budget can be referenced in the California BMP Handbook for Construction.

The Erosion Control Plan shall demonstrate that no plastic netting of any kind shall be used for this project. Any type of erosion control blanket or other product shall not use plastic. If netting is to be used, it must be flexible (e.g., "soft" hemp).

All soil/gravel/rock, and straw/mulch/fiber rolls used for construction and erosion control shall be obtained from weed-free sources.

Measures should be implemented to minimize and avoid impacts to altering the existing sediment transport into the drainage system. Permanent measures may include down gradient check dams, settling basins, and riprap to control sediment transport.

**WATER POLLUTION BMP BUDGET**

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	VALUE	AMOUNT
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EC-3	Hydraulic mulch	SQYD		
EC-4	Hydroseeding	SQYD		
EC-5	Soil binders	SQYD		
EC-6	Straw mulch	SQYD		
EC-7	Geotextiles	SQYD		
EC-9	Earth dikes/swales	LF		
EC-10	Outlet protection	EA		
EC-11	Slope drains	EA		
EC-12	Streambank stab.	LS		
SE-1	Silt fence	LF		
SE-2	Sediment basin	EA		
SE-3	Sediment trap	EA		
SE-4	Check dam	EA		
SE-5	Fiber rolls	LF	15,100	
SE-6	Gravel bag berm	LF	2,500	
SE-7	Street sweeping	LS	1	
SE-8	Sandbag barrier	LF		
SE-9	Strawbale barrier	LF		
SE-10	Storm Drain Inlet Protection	EA		
SE-10	Wind erosion	LS		
TC-1	Stabilized construction entrance/exit	EA	2	
TC-2	Stabilized construction roadway	EA		
TC-3	Entrance/outlet tire wash	A		
NS-1	Water conservation practices	LS		
NS-2	Dewatering Operations	EA	1	
NS-3	Paving and grinding operation	LS	1	
NS-4	Temporary Stream crossing	EA		
NS-5	Clear water diversion	EA		
NS-6	Concrete curing	LS	1	
NS-7	Potable water	LS	1	
NS-8	Vehicle equip. cleaning	LS	1	
NS-9	Vehicle equip. fueling	LS	1	
NS-10	Vehicle and equip. maintenance	LS	1	
NS-11	Pile driving operations	LS		
NS-12	Concrete curing	LS	1	
NS-13	Material and Equip. use over water	LS		
NS-14	Concrete finishing	LS	1	
NS-15	Structure demolition	LS	1	
WM-1	Material delivery and storage	LS	1	
WM-2	Material use	LS		
WM-3	Stockpile mgmt.	LS	1	

WM-4	Spill prevention and control	LS	2		
WM-5	Solid waste mgmt.	LS	1		
WM-6	Haz. Waste mgmt.	LS			
WM-7	Contaminated soil mgmt.	LS			
WM-8	Concrete waste mgmt.	LS	1		
WM-9	Sanitary/septic waste mgmt.	LS			
WM-10	Liquid waste mgmt.	LS			

**TOTAL:** \_\_\_\_\_

No adjustment in compensation will be made to the contract lump sum price paid for water pollution control work due to differences between the quantities shown on the approved BMP budget and the quantities required to complete the work as shown on the approved SWPPP. No adjustment in compensation will be made for ordered changes to correct SWPPP work resulting from the Contractor's own operations or from the Contractor's negligence.

The quantities mentioned above are minimums; therefore, the contractor shall increase these quantities, if deemed necessary during construction and without additional cost to the County.

The approved BMP budget will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control work due to increases or decreases of quantities ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost breakdown item, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 9-1.02C, "Final Payments," of these Special Provisions. If an ordered change requires a new item which is not on the approved BMP budget, the adjustment in compensation will be determined in the same manner specified for extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Unless otherwise specified in writing, upon approval of the SWPPP and the BMP budget, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices specified in the SWPPP and the BMP budget.

**PAYMENTS AND PENALTIES**

The contract lump sum price paid for "Prepare Final Storm Water Pollution Prevention Plan (SWPPP)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9 "Payments" of these Special Provisions and Section 9-1.16, "Partial Payments," and Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications. Payments for preparing the Final SWPPP will be made as follows:

- A. After the Final SWPPP has been approved by the Engineer, 75 percent of the contract item price to prepare the Final SWPPP will be included in the monthly partial payment estimate.

- B. After acceptance of the contract in conformance with the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, payment for the remaining 25 percent of the contract item price to prepare the Final SWPPP will be made in conformance with the provisions in Section 9-1.17.

The contract lump sum price for **Water Pollution Control Work**, shall include full compensation for furnishing labor, materials, tools, equipment and incidentals for doing all the work involved in developing, reviewing, updating, amending and implementing (inspection, maintenance & repair, REAP, monitoring and reporting) a Storm Water Pollution Prevention Plan, including installing, constructing, removing and disposing of water pollution control practices, and non-stormwater management and waste management and no additional compensation will be allowed, unless there is a separate prior approval in writing by the Engineer.

No progress payment shall be made for water pollution control work if a deficiency is documented regarding the contractor's strict compliance with implementing (inspection, maintenance & repair, REAP, monitoring and reporting) including, but not limited to, appropriate BMPs are not implemented prior to a rain event, or if a failure of a BMP is not corrected prior to a rain event.

Contractor agrees that the County of San Bernardino and/or the County Board of Supervisors' acceptance of the Final SWPPP does not relieve the Contractor of his/her obligations under Section 5-1.03A, "Indemnification" and Section 5-1.03B, "Insurance" of the Special Provisions. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

In accordance with Section 7 "Legal Relations and Responsibility to the Public" of the Standard Specifications, the Contractor shall be solely responsible for penalties assessed or levied on the Contractor or the County as a result of the Contractor's failure to comply with the provisions in this section including but not limited to, compliance with the applicable provisions of the Permits, the Manuals and Federal, State and local regulations and requirements as set forth, therein. Penalties assessed in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the County or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payment made or cost incurred in settlement for alleged violations of the Permits, the Manuals, or applicable laws, regulations or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct the violations.

Construction activities shall comply with specific requirements of section 401 as applicable to water quality and beneficial uses.

This project shall be consistent with NPDES permit requirements as well as with County and state standards, selected Construction, Design Pollution Prevention, and Post- Construction BMPs will be incorporated into the final design of the Needles Highway project. The County will also implement long-term maintenance BMPs.

## **RETENTION OF FUNDS**

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the contract.

Notwithstanding any other remedies authorized by law, the County may retain money due the Contractor under the contract, in an amount determined by the County, up to and including the entire amount of Penalties proposed, assessed or levied as result of the Contractor's violation of the Permits, the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the County until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are resolved with the entity seeking the Penalties.

In addition, when a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the Manuals, or other Federal, State or local requirements, the County may retain money due to the Contractor, subject to the following:

- A. The amounts retained, due to Contractor's failure to conform to the provisions in this section, "Water Pollution Control", will be released for payment on the next monthly estimate for partial payment following the implementation and maintenance of corrections and when water pollution has been adequately controlled, as determined by the Engineer.
- B. During the period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control", the County may retain an amount equal to 25 percent of the estimated value for the contract work performed.

#### **10-1.07 DUST CONTROL**

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

During construction, the construction contractor shall ensure that all active portions of the construction site are watered a minimum of twice daily or more often when needed, to prevent excessive amounts of dust and the spread of invasive wind dispersed seeds. The construction contractor shall ensure that all material stockpiled is sufficiently contained using water or other palliative to prevent excessive amounts of dust, and the spread of invasive wind dispersed seeds.

Non-potable water may be used in construction, such as in dust control. All construction water shall be from developed sources. Any dust produced from demolition of existing structures shall be vacuumed on a daily basis from the creek channel, where it may pass into waters of the state from rain or wind.

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

of "Time of Completion" will be paid for as extra work as provided in Section 4-1.05. "Changes and Extra Work," of the Standard Specifications.

**Contractor's attention is directed to the BLM License in the Permits (Brown Pages) section of these Special Provisions, regarding the reduction of nuisance by dust and to prevent dust from damaging any other properties or causing a nuisance to persons.**

#### **10-1.08 MOBILIZATION**

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

#### **10-1.09 PUBLIC SAFETY**

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

The Contractor shall furnish, erect and maintain the fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public, especially pedestrians who travel through the work zone area. Where no other means of pedestrian passage through construction area is available, the Contractor shall provide detours for pedestrian travel.

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

If above referenced CA MUTCD typical applications are deviated from due to project field conditions, or as required by the engineer, the Contractor shall prepare a pedestrian traffic control plan and submit to the Engineer for review and approval. The pedestrian traffic control plan shall detail any pedestrian detour with all signage, barricades, fencing, delineators, etc. as necessary for safe pedestrian travel through or around the work zone area in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD) – Part 6 (latest edition) - Temporary Traffic Control sections 6D.01 "Pedestrian Considerations" and section 6D.02 "Accessibility Considerations". Refer to additional Traffic Control Plan requirements as specified in the Traffic Control System section of these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards in the CA MUTCD.

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

- 1) Excavations – The near edge of the excavation is 15 feet or less from the edge of the lane, except:
  - a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b) Excavations less than 1 foot deep.

- c) Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
  - d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - e) Excavations protected by side slopes, where the slope is equal to or less than 1:4 (vertical:horizontal)
  - f) Excavations protected by existing barrier or railing.
  - g) Excavations within temporary traffic control zones that do not extend beyond a single daylight period, for these zones alternative barrier systems should be considered.
- 2) Temporarily Unprotected Permanent Obstacles – The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3) Storage Areas – Material or equipment is stored within 10 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.14, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15.3 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1-foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15.3 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

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

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

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

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

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

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

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

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

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

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

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

Contractor may propose to the Engineer an alternative to the use of temporary railing (Type K) and/or crash cushions in areas where the use of these devices is anticipated to be for a relatively short period of time but no more than five working days. Approval of the Engineer for the use of the proposed alternatives shall not relieve the Contractor from being solely responsible for any damages resulting from the use of these alternatives in accordance with Section 5-1.3A "INDEMNIFICATION" of these Special Provisions.

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

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

## **10-1.10 TRAFFIC CONTROL SYSTEM**

### **A. GENERAL:**

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

A comprehensive Transportation Management Plan (TMP) will be required to minimize the traffic impact due to construction activities. Some of the elements that will be included are public awareness campaign (PAC), Construction Zone Enhancement Enforcement Program (COZE-EP), portable changeable message signs, and radar speed message sign.

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

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

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

When applicable, the 2015 Caltrans "Temporary Traffic Control Systems" Standard Plans as included in the green sheets may be used and referenced as part of the project's Traffic Control Plan. A flashing arrow sign will be required on all lane closures and, if determined by the Engineer, will be required on shoulder closures as well.

When applicable, the Traffic Control Plan for shoulder closures may be as shown on the "Shoulder Closure" detail of Standard Plan RSP T10, in the List of Standard and Special Drawings (Green Pages). The spacing dimensions on the "Shoulder Closure" detail may be modified as determined by the Engineer. The traffic control plan for night time shoulder closures shall also include flashing beacons.

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

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

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

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

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

It is the Contractor’s responsibility to have roads clear of interfering vehicles prior to the start of work and during work. The Contractor is responsible for notifying affected residents and businesses of the work schedule. Such notification would include placing notices (as stated above), making verbal contact, and furnishing and placing temporary “No Parking” signs 48 hours prior to the start of work, as well as notifying the California Highway Patrol 24 hours prior to such posting, such that interfering vehicles or objects may be towed or otherwise removed, if necessary. With regards to towing, the applicable County Code sections are **52.0118, 52.0132, and 53.0801.**

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

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

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

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

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

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

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

**The Bureau of Land Management (BLM) must have operational access from Needles Highway onto existing roadways.**

**B. SPECIAL CONDITIONS:**

**I. During Construction Activities**

**Construction on Needles Highway shall be performed on Monday through Friday only (7:00 A.M. to 4:00 P.M.) for the duration of the project.**

***In order to minimize impacts to school traffic, the Contractor is advised that working hours may need to be adjusted.***

*The Contractor shall coordinate operating hours for construction activities with the Engineer and the various Needles Unified District Schools including, but not limited to Needles High School, Needles Middle School, Vista Colorado Elementary School and Chemehuevi Valley Elementary School. The Contractor shall adhere to the operating hour restrictions as determined by the school contact persons and as directed by the Engineer.*

*Contact information for these four (4) schools are listed below.*

***Needles High School***

*1600 Washington St. Needles, CA  
Phone: (760) 326-2191*

***Needles Middle School***

*720 Bailey Ave. Needles, CA  
Phone: (760) 326-3894*

***Vista Colorado Elementary School***

*4167 Phelan Rd.,  
700 Bailey Ave., CA  
(760) 326-2167*

***Chemehuevi Valley Elementary School***

*81 School Rd.  
Havasu Lake, CA 92363  
(760) 326-1258*

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

***When constructing on side street(s),*** *public traffic shall be permitted to pass through construction operations at all times on a minimum of one 11-foot paved lane, to be used by both directions of travel with the use of flaggers.*

***Attention is directed to “Order of Work” and “Permit” sections elsewhere in these Special Provisions.***

**Pedestrian Safety:** The Contractor shall provide passage for pedestrians through construction areas, or provide a detour where applicable. Work that interferes with existing sidewalks, shoulders, or crosswalks, if any, shall be conducted so as to minimize impacts to pedestrian traffic.

In cases where a detour or an alternate pedestrian access cannot be provided; the Contractor shall be allowed to close sidewalks, shoulders, or crosswalks, if any, where approved by the Engineer. The Contractor shall post signs at these locations at least one (1) day prior to the closure dates. Signs shall advise pedestrians of anticipated closure dates. Attention is also directed to the Public Safety section of these Special Provisions.

The BLM must have operational access from Needles Highway onto existing roadways.

## **II. During Non-construction activities:**

The Contractor shall provide a minimum of two 11-foot graded and compacted lanes for through vehicles, one for each direction of travel, for use by public traffic overnight and when construction operations are not actively in progress.

### **a) On Side Streets**

The Contractor shall provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress.

### **b) On Needles Highway:**

a. The Contractor shall provide two 11-foot graded and compacted or paved lanes, one for each direction of travel for use by public traffic overnight and when construction operations are not actively in progress.

The full width of a graded and compacted or paved traveled way shall be open for use by public traffic overnight and when construction operation are not actively in progress.

The Contractor shall stage his construction operations accordingly in order to meet the above stated requirements.

**Attention is also directed to "Order of Work," "Public Safety" and "Permits and Agreements" sections of these Special Provisions for traffic control requirements.**

## **CONTRACT MEASUREMENT AND PAYMENT:**

The contract lump sum price paid for **Traffic Control System** shall include full compensation for furnishing all labor, materials (including, but not limited to, all traffic control components), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, and replacing and disposing of the components of the traffic control system, as shown on the plans, and as specified in the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing/installing, maintaining, relocating as necessary, removing and disposing of the advance warning signs (AWS) including payment for

permits, is included in the contract lump sum price paid for Traffic Control System, and no additional compensation will be allowed therefor.

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

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

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

Full compensation for traffic control staging is included in the contract lump sum price paid for **Traffic Control System**, and no additional compensation will be allowed therefor.

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

#### **10-1.11 TEMPORARY PAVEMENT DELINEATION**

This work, Temporary Pavement Delineation, shall consist of installing, maintaining, and removing temporary striping, pavement markings, channelizers, cones, and other devices necessary to the safe movement of public traffic through the project area and shall conform to the provisions in Section 12-6, "Temporary Pavement Delineation," of the Standard Specifications, the California Manual on Uniform Traffic Control Devices – part 6 (latest edition - published by the State Department of Transportation), and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

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

**GENERAL** - Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

On multilane roadways, edge line delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform all work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation. Surfaces to receive temporary

pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

**TEMPORARY LANE LINE AND CENTERLINE DELINEATION** - Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers. The spacing requirements for temporary pavement markers shall comply with CA MUTCD 2014, Section 6.17. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. W20-1 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R4-1 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3aP "NEXT \_\_\_ MILES" sign shall be installed beneath the W20-1 signs installed ahead of "no passing" zones. R4-2 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in Section 12-3.11, "Construction Area Signs," of the Standard Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation (including the signing specified for "no passing" zones) and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the lump sum contract price paid for **Traffic Control System** and no separate payment will be made therefor.

**TEMPORARY EDGE LINE DELINEATION** - Whenever edge lines are obliterated, the temporary pavement delineation to replace those edge lines shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edge line delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edge line delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edge lines, the Contractor shall provide personnel to remain at the job site to maintain the cones or delineators during all hours of the day that they are in use.

Channelizers used for temporary edge line delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these Special Provisions entitled, "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (36") listed in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

Temporary edge line delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary edge line delineation shall be considered as included in the lump sum price paid for **Traffic Control System** and no separate payment will be made therefor.

### **CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these special provisions.

**Category 1** temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

**Category 2** temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 10 business days before beginning any work using the devices or within 2 business days after the request if the devices are already in use.

**Category 3** temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the lump sum price paid for **Traffic Control System** and no additional compensation will be allowed therefor.

## **10-1.12 PORTABLE CHANGEABLE MESSAGE SIGNS**

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

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

The PCMS shall be installed as the Second Order of Work and shall occur two (2) weeks prior to the start of construction. Contractor shall provide a minimum of three (3) message signs.

The Contractor shall be responsible for obtaining all required permits from the City Of Needles, prior to placing PCMS.

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

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

1. **Needles Highway at National Old Trails Road**
2. **Needles Highway at Rock Bluff Road**
3. **National Old Trails Road at W. Road**

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

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

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

PCMS shall be removed at the completion of the project.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing, placing, maintaining, relocating as necessary, and removing the PCMS, shall be included in the contract price paid for each **Portable Changeable Message Sign**, and no additional compensation will be allowed therefor.

### **10-1.13 EXISTING HIGHWAY FACILITIES**

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

The Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during all work involving demolition of existing structures.

#### **10-1.13A COLD PLANE ASPHALT CONCRETE PAVEMENT**

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

The provisions of Section 42-3, "Grinding", of the Standard Specifications shall not apply.

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

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

The depth, width and shape of the cut shall be as indicated in these special provisions and on the typical cross sections. Planing shall be performed in a manner to produce a straight cross slope between a minimum 0.15-foot depth cut at the centerline established by the Engineer and a minimum 0.15-foot depth cut at the outside edge as dimensioned on the typical cross-section. Areas between these boundaries, where the existing surface is below this specified plane (i.e., transversely bridged by the planer) shall not be planed. At conform lines (meet lines at intersections), transverse cuts shall be made to a minimum of 0.15-foot below the existing surface. The outside lines of the paved area shall be neat and uniform. Following the planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

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

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

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

the level of the existing pavement and tapered on a slope of 30:1 or flatter to the level of the planed area.

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

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

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

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

#### **10-1.14 PULVERIZE EXISTING ASPHALT CONCRETE**

This section relates to Pulverize Existing Asphalt Concrete, as shown on the plan and as designated by the Engineer.

##### **Limit of Work**

The existing pavement and base material shall be pulverized and blended to full depth reclamation in accordance with these special provisions. This work shall consist of pulverizing existing bituminous surfacing within the limits as mentioned-above and shown on the plans and shown in the field by the Engineer, and shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

The estimated quantity for the depth of the pulverization used is **0.4'**, respectively, as shown on the plans. It is the Contractor's responsibility to verify existing depths of pavement and to make their own assumptions of average pavement thickness for bidding purposes. In areas where existing pavement thickness is either more or less than the required depth of pavement and excavation of the sub-grade is necessary, the additional excavation shall be paid for under various items of work and all its provisions shall apply.

The pulverized material shall conform to the following gradation requirements:

## GRADING REQUIREMENTS

Sieve Sizes	Percentage Passing
2"	100
1-1/2"	90-100

Surplus blended pulverized and native material, if any, shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in section 5-1.20B(4), "Contractor-Property Owner Agreement", section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

**Attention is directed to sections, "Earthwork," elsewhere in these special provisions.**

The contract price paid per square yard for **Pulverize Asphalt Concrete Surface (0.40' Depth)** includes full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in pulverizing existing asphalt concrete, and shaping to typical sections, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

### **10-1.15 CLEARING AND GRUBBING**

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

Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for vegetation marked for removal on plans submitted to and approved by CDFW, no native vegetation shall be removed or damaged without prior consultation and approval of a CDFW representative. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites. To the greatest extent possible, project design shall achieve maximum avoidance of plant communities, specifically the desert dry wash woodland and mesquite bosque, reduce lateral work limits, and locate working areas in previously disturbed or developed land.

Except as otherwise permitted in this Agreement, the removal of soil, vegetation, and vegetative debris from the stream bed or stream banks is prohibited. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash. The Permittee shall remove washed out culverts, and other construction materials, that the Permittee places within, or where they may enter, toe stream.

In areas of sensitivity, extra precautions shall be taken if invasive species are found in or adjacent to construction areas. All woody invasive species (i.e. tamarisk) shall be removed from the project limits.

The Contractor shall not disturb trees that contain active bird nests without prior consultation and approval of a CDFW representative.

Geotechnical engineer should be contacted to provide observations and testing during the clearing and grubbing of the site; demolition of any existing structures, buried utilities, or other existing improvements; excavation and over excavation of compressible soils; all phases of

rough grading including over excavation, pre-compaction, benching, filling operations, and cut slope excavation; and when unusual conditions are encountered during grading.

All vegetation, trash, debris, and non-engineered fill shall be excavated and removed down to competent ground prior to placement of compacted fills. The Contractor shall coordinate with the Engineer for a County contracted geotechnical engineer to provide observation and testing during all work covered under this section. Estimated depth of removal shall be based on evaluation by the Geotechnical Engineer.

After the completion of rough grading, geotechnical engineer should provide observation and testing during trenching and backfilling operations of buried improvements and utilities backfill; prior to placement of reinforcing steel or concrete within footing trenches; and during fine or precise grading for placement of concrete flatwork.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

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

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

Staging areas will be located in areas that have previously been disturbed or developed.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-13, "Cleanup," of the Standard Specifications.

#### **10-1.16 WATERING**

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

#### **10-1.17 EARTHWORK**

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

The sentence "2.2.5 feet below the finished grade for the width of the traveled way plus 3 feet on each side," of Section 19-5.03B, "Relative Compaction (95 percent)," of the Standard Specification is superseded by the following:

In addition, relative compaction of not less than 90 percent shall be obtained for the layer between 0.5' to 1.5' below the grading plane for the width of the pavement whether in excavation or in embankment.

Excavation from quarries and borrow areas would be designed and performed in a manner that optimizes resource removal. Borrow areas would be reconstructed to 4:1 slopes

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

**Needles Highway will be pulverized in place, shaped and then place asphalt overlay. Roadway excavation are not anticipated. The proposed centerline elevation will be approximately the thickness of the proposed asphalt and relative (0.4') elevated from the existing centerline grade. All excavated material including native materials if needed shall be used as Shoulder Backing. Contractor's attention is directed to section "Shoulder Backing" elsewhere in these Special Provisions.**

Additional earthwork and grading at street intersections, driveways drainage access roads and access roads shall be the responsibility of the Contractor. Payment for such work shall be considered as included in the price paid for **various contract items of work** and no additional compensation will be allowed therefore.

The quantities of roadway excavation used in the embankment will be adjusted by multiplying by a specified grading factor of 0.8. No further adjustment will be made in the event that the specified grading factor does not equal the actual grading factor.

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

Attention is directed to Section "Remove Asphalt Concrete Surfacing" of these Special Provisions.

Where cuts are required, the slopes shall be graded to look like naturally occurring contours.

Areas where the current roadway would be removed and replaced, the topography will be graded to match the existing surrounding contours to appear more natural.

Surplus excavated material including native material, if any, shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in section 5-1.20B(4), "Contractor-Property Owner Agreement", section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Full compensation for all the earthwork involved in construction of the roadway, or asphalt concrete cut off walls, in both the roadway, and shoulders shall be considered as included in the contract price paid in **various contract items of work** and no separate payment will be made therefor.

Full compensation for removing, stockpiling, hauling, placing and/or disposing of the native material mix is included in the contract price paid in **various contract items of work** and no additional compensation will be allowed therefore.

### **10-1.18 SHOULDER BACKING**

This work shall consist of constructing shoulder backing adjacent to the edge of the new roadway in accordance with the details shown on the plans and these special provisions.

Material for shoulder backing shall consist of native material. The slopes will be graded to look like naturally occurring contours.

The areas where shoulder backing is to be constructed and areas where native material is to be obtained for shoulder backing shall be cleared of all weeds, grass and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and debris shall be disposed of outside the highway right of way in accordance with the provisions in section 14-10, "Solid Waste Disposal and Recycling" and section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Shoulder backing material shall be thoroughly mixed with the basement material by scarifying or blading and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on the new surfacing prior to placing it in final position, nor shall it be bladed onto the new surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within 5 days after completion of that portion of the new surfacing. Until such time as the Contractor is able to complete shoulder backing along any portion of new surfacing, he shall furnish and place portable delineators and W8-9 "Low Shoulder" signs on and adjacent to the new surfacing. A portable delineator and a W8-9 sign shall be placed at the beginning of the drop-off in the direction of travel on the adjacent lane and at the following successive maximum intervals along the drop-off:

W8-9 signs: 1,000 feet

Portable delineators: on tangents - 100 feet on curves - 100 feet

The portable delineators and W8-9 signs shall be maintained in place at each location until shoulder backing operations are completed at that location. Portable delineators and signs shall conform to the requirements in Section 12, "Temporary Traffic Control," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered 100 feet (1 station on centerline equals 2 stations of shoulder backing when both edges are done). The length of shoulder backing to be paid for will be determined from actual measurement, or calculated from centerline stationing or post mileage as determined by the Engineer.

The contract price paid per station for **Shoulder Backing** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing shoulder backing complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 signs and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.19 FINISHING ROADWAY**

Finishing roadway shall conform to the provisions in Section 22, "Finishing Roadway," Section 4-1.19, "Cleaning," of the Standard Specifications, and these Special Provisions.

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

## **10-1.20 CEMENT TREATED SUBGRADE (Schedule B, ADDITIVE NO. 1)**

### **1-1 DESCRIPTION**

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

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

### **1-2 SUBMITTALS**

A. The Contractor shall furnish the following information regarding the subgrade cement treatment to the Engineer 10 working days prior to the start of the work:

1. The proposed source and supplier of cement with supplier's certificate of compliance, test data, and samples of the proposed cement.
2. Quality Control Plan detailing testing and inspection procedures, proposed construction equipment, construction methods, expected production rates, and planned sequence of treatment.

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

B. By the end of the day or at the completion of the cement treatment work for each day, the Contractor shall furnish the following information to the County Inspector:

1. Certified weight tickets of cement delivered to the site, spread and mixed into the subgrade.
2. Certified weight tickets of asphalt emulsions or curing seal delivered to the site, applied to the subgrade.

C. The County Inspector shall document: (1) the quantity of cement applied each day, (2) areas treated and compacted, and (3) areas where curing seal was applied.

### **2-1 MATERIALS**

#### **2-1.1 PORTLAND CEMENT**

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

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

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

#### **2-1.3 CURING SEAL**

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

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

## 2-1.5 SOIL

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

## 3-1 CONSTRUCTION METHODS

### 3-1.1 GENERAL

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

### 3-1.2 WEATHER LIMITATIONS

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

### 3-1.3 APPLICATION

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

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

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

### 3-1.4 MIXING

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

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

### 3-1.5 COMPACTION

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

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

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

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

### **3-1.6 FINISHING AND CURING**

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

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

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

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

### **3-1.7 BLANK**

### **3-1.8 CONSTRUCTION JOINTS**

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

### **3-1.9 TRAFFIC**

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

### **3-1.10 MAINTENANCE**

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

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

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

### **3-1.11 SURFACING**

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

Prior to placing subsequent pavement layers, the cement treated subgrade shall be swept by utilizing a vacuum sweeper to remove excess sand. Steel brushes shall not be used. Prime coat shall be applied to the cement treated subgrade. The prime coat shall be protected from damage until it has cured and will not be picked up by vehicle tires. The prime coat shall be e-prime or approved equal and will be spread at a rate of 0.1 to 0.35 gal/sy, as directed by the Engineer.

## **4-1 MEASUREMENT AND PAYMENT**

### **Needles Highway Segment 1B:**

The cement treatment of the existing subgrade shall be paid for at the contract unit price per square yard for **2% Cement Treated Subgrade (0.40' Thk)** and shall include costs for all water and Portland cement; for spreading, mixing, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess material; for all microcracking (if applicable) and protection of the cement treated subgrade; for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying cement treated subgrade complete in place.

Curing seal shall be included and paid for at square yard for **2% Cement Treated Subgrade (0.40' Thk)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying curing seal complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions and as directed by the Engineer.

### **10-1.2 ASPHALT CONCRETE (MISCELLANEOUS AREAS)**

Asphalt Concrete placed in Asphalt Concrete (4 feet Deep Cut Off Wall) shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Aggregate for asphalt concrete driveways and miscellaneous areas shall conform to the 3/8 inch maximum grading as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications and the amount of asphalt binder shall be increased one percent by

weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

Asphalt binder grade for miscellaneous areas shall be PG 64-28 PM.

The Asphalt Concrete (4 feet Deep Cut Off Wall) to be paid for at the contract price per foot for **Asphalt Concrete (4 feet Deep Cut Off Wall)** and shall include full compensation for furnishing all labor, structural excavation, structural backfill, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete (4 feet Deep Cut Off Wall) in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

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

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

The asphalt concrete shall conform to the following requirements:

1. The aggregate gradation shall conform to (**Type A, 3/4" Aggregate Gradation**) specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications.
2. The asphalt binder grade shall be **PG 64-28 PM** for Asphalt Concrete (HMA).

#### **Replace The First Paragraph of Section 39-2.01A(4)(d) "Test Results", with:**

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

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

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

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

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

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

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

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

**39-2.01A(4)(d) Reserved**

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

## 39-2.01A(4)(e) Reserved

Replace Section 39-2.01D "Payment" with:

### 39-2.01D Payment

Reserved

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

You may, by written request separate from the JMF submittal, request the Engineer allow you to use a WMA technology authorized by Caltrans.

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

Remove the second paragraph and table of Section 39-2.02C "Aggregate Gradations".

Replace Section 39-2.02D "Payment" with:

### 39-2.02D Payment

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

A prime/tack coat is required:

The price paid for asphalt concrete will include all Prime Coat(s) applied to the base prior to placing the Hot Mix Asphalt per manufacturers recommendations or as directed by the Engineer.

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

Quantities of asphalt concrete, will be paid for at the contract price per ton for **Asphalt Concrete (Type A)** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete complete in place, as shown on the plans, and as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

## 10-1.2 ROADSIDE SIGNS

Roadside signs shall be installed at the locations shown on the plans including replacement of existing roadside signs or where directed by the Engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs", and 82.9 "Existing Roadside Signs and Markers" of the Standard Specifications and these Special Provisions.

Metal posts shall be furnished and installed as shown on California 2014 MUTCD Figure 2A-2(CA) and County Std. Dwg. 303b (with the exception of post for street name markers). Anchor

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

Roadside signs shall conform to the latest Uniform Sign Chart of the State of California Department of Transportation, traffic control general notes and construction notes on applicable plan pages.

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

#### **10-1.24 TORTOISE BARRIER**

Tortoise Barrier shall conform to the provisions in Section 80, "Fences," of the Standard Specifications.

Prior to the start of construction, County and/or hired qualified personnel/contractor will require the contractor to install fencing to exclude desert tortoises from all work areas and right-of-way under the direction of an authorized biologist. County and/or hired qualified personnel/contractor will construct the fence according to the protocols provided in chapter 8 of the Desert Tortoise Field Manual (Service 2001). County and/or hired qualified personnel/contractor has committed to developing a Translocation Plan that will provide specific guidance in dealing with desert tortoises found within project area. Guidance opportunities in this translocation plan may include: moving individual tortoises the shortest distance possible to an area outside the fence where it will be safe; temporarily penning tortoises within the area surrounding its burrow or, relocating any tortoises found inside the permanent desert tortoise fence onto adjacent Bureau land. The authorized biologist will use his or her judgment regarding the best measures to use to ensure the desert tortoise does not immediately return to the area inside of the fence. The authorized biologist may contact the Service or CDFW to discuss specific situations if the need arises.

County and/or hired qualified personnel/contractor will maintain the integrity of the fence to ensure that desert tortoises are excluded from the work area during construction. The fence will be inspected weekly, but County and/or hired qualified personnel/contractor may adopt a different schedule, based on experience and with concurrence.

County and/or hired qualified personnel/contractor will inspect and, if necessary, repair the fence immediately after any rainstorm that occurs during the construction period.

T-Posts for the Tortoise Barrier shall conform to ASTM A702 1.33 lbs. per foot. T-Posts shall be painted per Section 91, "Paint," of the Standard Specifications. Hardware cloth shall be ½ inch clear by 30 inches by 19 gauge galvanized after fabrication woven wire mesh. Temporary Tortoise Barrier required at drains may be installed with wire staples until culvert construction is complete. After culvert construction is complete, permanent barrier shall be installed.

#### **Installation**

Tortoise barrier shall be installed as follows:

- A. Permanent Tortoise Barrier shall be constructed prior to any clearing and grubbing work.

- B. The exact location for the Tortoise Barrier will be determined Biologist.
- C. Posts shall be spaced at 6 foot centers minimum, 10 foot maximum and shall at all times support the barrier in a vertical upright position.
- D. Permanent Tortoise Barrier shall be located to be unobstructed from view, as determined by the Engineer.
- E. Permanent Tortoise Barrier shall be erected in the presence of a desert tortoise biologist as described in the Environmental Impact Avoidance Procedures of these special provisions.
- F. Until Tortoise Barrier is installed, equipment needed for the installation of the barrier may be used outside the barrier line and inside the project right of way. All disturbed areas beyond the tortoise barrier shall be restored to the pre-project condition. No work can take place outside the project right of way or beyond the barrier after installation.

### **Maintenance**

Permanent Tortoise Barrier that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred.

The Tortoise Barrier shall be the Third Order of Work (see "Order of Work" within these special provisions). Portions of the Tortoise Barrier will need to be relocated as the project progresses, specifically around the drainage inlets and outlets and at driveway and roadway intersections. The final position of the fence will be determined by the Engineer. Any extra Tortoise Barrier used and/or the relocation of the placed barrier shall be included in the contract price per linear foot paid, at the final location, for **Tortoise Barrier (Type WM, Metal Post)** and no additional compensation will be allowed therefor.

Full compensation for all materials (including aggregate), excavation, backfilling, and compaction and installing the tortoise barrier, complete in place as shown on the Permanent Tortoise Fence details, the plans and as specified within these Special Provisions and as determined by the Engineer shall be considered as included in the contract price per linear foot paid, at the final location, for **Tortoise Barrier (Type WM, Metal Post)** and no additional compensation will be allowed therefor.

### **10-1.25 SURVEY MONUMENTS**

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

The County will provide the contractor with locations of survey monuments prior to paving and will file the required documentation.

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

### **10-1.26 PAINT TRAFFIC STRIPES & PAVEMENT MARKINGS**

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

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

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

The contract prices paid per linear foot for **Paint 4" wide Traffic Stripe (2-Coat), Paint 8" wide Traffic Stripe (2-Coat), Paint Double 4" wide Yellow Traffic Stripe (2-Coat)** and per square foot for **Paint Pavement Marking (2-Coat)** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paint stripes and pavement markings, complete in place, including establishing alignment for stripes and layout work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**10-1.27 PAVEMENT MARKERS**

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

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

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

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

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

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

Full compensation for furnishing and placing blue pavement markers shall be considered as included in the contract prices paid for **various contract items of work** and no additional compensation will be allowed therefor.

**10-1.28 PERMITS AND AGREEMENTS**

For construction, the Contractor shall obtain permits as required for all work located within the City of Needles.

Contractor shall also comply with all terms that are applicable to County's contractors/subcontractors or on-site personnel in the Bureau of Land Management located in the Permits and Agreements (Brown Pages) within these Special Provisions. Said license agreement is incorporated herein by this reference.

Attention is directed to "United States Department of Interior Bureau Of Land Management" form 2800-14 located in the brown pages of these Special Provisions.

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

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

**10-1.29 COORDINATION**

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

Entity	Types of Conflict	Hours of Conflict	Contact	Phone Number
Needles Unified School District	School Buses, Student Drop-Off & Pick-Up	School Hours		(760) 326-3891
San Bernardino County Fire Station 32	Emergency Response		Division 4	(760) 228-6380
Republic Services Waste	Trash and Recycling Services			(928) 758-0000
City Of Needles	City Contact		Tammy Ellmore	(760) 326-5740 x 150
US Department of the Interior-Bureau of Land Management (BLM)			Sheri Ahrens	(928) 505-1284

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

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

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

**Section 100**  
**General Prevailing Wage**  
**Rate**  
**(Blue Pages)**

***inserted here***

NOT FOR BID

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-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within the State of California

**Wages and Employer Payments:**

<u>Classification</u> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	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) <sup>b</sup>	\$46.03	\$8.57	\$18.44 <sup>c</sup>	\$7.90 <sup>c</sup>	\$3.90	\$0.74	8.0	\$85.58	\$121.765 <sup>d</sup>	\$121.765 <sup>d</sup>	\$157.95
Boilermaker-Blacksmith (Area 2) <sup>b</sup>	\$49.62	\$8.57	\$22.00 <sup>c</sup>	\$6.00 <sup>c</sup>	\$4.40	\$0.74	8.0	\$91.63	\$130.59 <sup>d</sup>	\$130.59 <sup>d</sup>	\$169.55
Boilermaker-Blacksmith (Area 3) <sup>b</sup>	\$45.00	\$8.57	\$20.52 <sup>c</sup>	\$5.50 <sup>c</sup>	\$4.40	\$0.74	8.0	\$85.33	\$121.14 <sup>d</sup>	\$121.14 <sup>d</sup>	\$156.95

**Determination:**

C-14-X-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within the State of California

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	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 <sup>e</sup> (Area 1) <sup>b</sup>	\$25.32	f	\$0.73 <sup>c</sup>	\$0.00	\$3.90	\$0.74	8.0	\$30.69	\$43.715 <sup>d</sup>	\$43.715 <sup>d</sup>	\$56.74
Boilermaker-Blacksmith Helper <sup>e</sup> (Area 2) <sup>b</sup>	\$27.29	f	\$0.73 <sup>c</sup>	\$0.00	\$4.40	\$0.74	8.0	\$33.16	\$47.17 <sup>d</sup>	\$47.17 <sup>d</sup>	\$61.18
Boilermaker-Blacksmith Helper <sup>e</sup> (Area 3) <sup>b</sup>	\$25.08	f	\$0.73 <sup>c</sup>	\$0.00	\$4.40	\$0.74	8.0	\$30.95	\$43.855 <sup>d</sup>	\$43.855 <sup>d</sup>	\$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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

[Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 (916) 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes amount for Annuity Trust Fund.

<sup>b</sup> **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.

<sup>c</sup> Contribution is factored at the applicable overtime multiplier for each overtime hour worked.

<sup>d</sup> 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.

<sup>e</sup> One Helper shall be employed on each job of 5 to 10 employees.

<sup>f</sup> Helpers will be eligible for Health & Welfare benefits after completing 2000 hours.

NOT FOR BIDD

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-1-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* 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:**

Area 1: San Francisco County.

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

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

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

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

**Wages and Employer Payments:**

<u>Classification</u> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Sunday/Holiday Overtime Hourly Rate (2 X)
Iron Worker (Ornamental, Reinforcing, Structural) (Area 1)	46.23	\$10.05	\$13.32	\$5.40	\$0.72	\$4.465	8.0	\$80.185	\$103.300	\$103.300	\$126.415

<b>Classification</b> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Sunday/Holiday Overtime Hourly Rate (2 X)
Iron Worker (Ornamental, Reinforcing, Structural) (Area 2)	\$45.73	\$10.05	\$13.32	\$5.40	\$0.72	\$4.465	8.0	\$79.68	\$102.550	\$102.550	\$125.415
Iron Worker (Ornamental, Reinforcing, Structural) (Area 3)	\$43.88	\$10.05	\$13.32	\$5.40	\$0.72	\$4.465	8.0	\$77.835	\$99.775	\$99.775	\$121.715
Iron Worker (Ornamental, Reinforcing, Structural) (Area 4)	\$43.00	\$10.05	\$13.32	\$5.40	\$0.72	\$4.465	8.0	\$76.955	\$98.455	\$98.455	\$119.955
Iron Worker (Ornamental, Reinforcing, Structural) (Area 5)	\$41.00	\$10.05	\$13.32	\$5.40	\$0.72	\$4.465	8.0	\$74.955	\$95.455	\$95.455	\$115.955
Fence Erector (All Areas)	\$38.08	\$7.88	\$8.99	\$4.02	\$0.50	\$3.585	8.0	\$63.065	\$82.105	\$82.105	\$101.145

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate is paid. 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) (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 payments:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (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) (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

<sup>a</sup> Includes supplemental dues

<sup>b</sup> 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-3-2021-1

**Issue Date:**  
August 22, 2021

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

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

**Wages and Employer Payments:**

<u>Classification</u> (Journey person)	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 #	\$60.19	\$7.75	\$12.08 <sup>a</sup>	\$0.30 <sup>b</sup>	\$0.66 <sup>c</sup>	8.0	\$82.79	\$145.74	\$145.74	\$145.74
Powderman	\$53.75	\$7.75	\$11.34 <sup>a</sup>	\$0.27 <sup>b</sup>	\$0.59 <sup>c</sup>	8.0	\$75.31	\$131.52	\$131.52	\$131.52
Groundman	\$36.76	\$7.75	\$11.30 <sup>a</sup>	\$0.18 <sup>b</sup>	\$0.40 <sup>c</sup>	8.0	\$57.49	\$95.92	\$95.92	\$95.92

**Determination:**

C-61-X-4-2020-1

**Issue Date:**

February 22, 2020

**Expiration date of determination:**

December 31, 2020\* 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 the State of California, except Del Norte, Imperial, Inyo, Kern, Kings, Los Angeles, Modoc, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Siskiyou, Tulare, and Ventura Counties. (For Del Norte, Modoc, and Siskiyou – see determination C-61-X-8. For Imperial, Inyo, Kern, Kings, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare, and Ventura Counties– see determination C-61-X-5.)

**Wages and Employer Payments:**

<u>Classification</u> (Journeyman)	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)
Pole Restoration Journeyman	\$30.71	\$5.75	\$0.85 <sup>a</sup>	\$0.83	8.0	\$39.06	\$54.88	\$54.88 <sup>d</sup>	\$54.88
After 1 year	\$30.71	\$5.75	\$0.85 <sup>a</sup>	\$1.42	8.0	\$39.65	\$55.47	\$55.47 <sup>d</sup>	\$55.47
After 3 years	\$30.71	\$5.75	\$0.85 <sup>a</sup>	\$2.01	8.0	\$40.24	\$56.06	\$56.06 <sup>d</sup>	\$56.06
After 6 years	\$30.71	\$5.75	\$0.85 <sup>a</sup>	\$2.60	8.0	\$40.83	\$56.65	\$56.65 <sup>d</sup>	\$56.65
Senior Technician <sup>e</sup>	\$19.87	\$5.75	\$0.85 <sup>a</sup>	\$0.53	8.0	\$27.60	\$37.84	\$37.84 <sup>d</sup>	\$37.84
After 1 year	\$19.87	\$5.75	\$0.85 <sup>a</sup>	\$0.91	8.0	\$27.98	\$38.22	\$38.22 <sup>d</sup>	\$38.22
After 3 years	\$19.87	\$5.75	\$0.85 <sup>a</sup>	\$1.29	8.0	\$28.36	\$38.60	\$38.60 <sup>d</sup>	\$38.60
After 6 years	\$19.87	\$5.75	\$0.85 <sup>a</sup>	\$1.68	8.0	\$28.75	\$38.99	\$38.99 <sup>d</sup>	\$38.99
Pole Treatment Journeyman	\$27.44	\$5.75	\$0.85 <sup>a</sup>	\$0.74	8.0	\$35.60	\$49.73	\$49.73 <sup>d</sup>	\$49.73
After 1 year	\$27.44	\$5.75	\$0.85 <sup>a</sup>	\$1.27	8.0	\$36.13	\$50.26	\$50.26 <sup>d</sup>	\$50.26
After 3 years	\$27.44	\$5.75	\$0.85 <sup>a</sup>	\$1.80	8.0	\$36.66	\$50.79	\$50.79 <sup>d</sup>	\$50.79
After 6 years	\$27.44	\$5.75	\$0.85 <sup>a</sup>	\$2.32	8.0	\$37.18	\$51.31	\$51.31 <sup>d</sup>	\$51.31
Pole Restoration and Treatment <sup>e</sup> Technician (First 6 months)	\$15.38	\$5.75	\$0.85 <sup>a</sup>	\$0.41	8.0	\$22.85	\$30.77	\$30.77 <sup>d</sup>	\$30.77

<b>Classification</b> (Journeyman)	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)
Pole Restoration and Treatment <sup>e</sup> Technician (After 6 months)	\$15.75	\$5.75	\$0.85 <sup>a</sup>	\$0.42	8.0	\$27.24	\$41.35	\$31.35 <sup>d</sup>	\$31.35

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> 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

<sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>c</sup> Includes \$0.01 to LMCC; the remaining amount is factored at the applicable overtime rate.

<sup>d</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>e</sup> 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-5-2021-1

**Issue Date:**  
February 22, 2021

**Expiration date of determination:**  
March 3, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

**Wages and Employer Payments:**

<u>Classification</u> (Journeyman)	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)
Pole Restoration Journeyman	\$26.11	\$5.00	\$0.60 <sup>a</sup>	\$0.00	8.0	\$32.49	\$45.94	\$45.94 <sup>b</sup>	\$45.94
After 6 months	\$26.11	\$5.00	\$0.60 <sup>a</sup>	\$1.21	8.0	\$33.70	\$47.145	\$47.145 <sup>b</sup>	\$47.145
After 3 years	\$26.11	\$5.00	\$0.60 <sup>a</sup>	\$1.86	8.0	\$34.35	\$47.795	\$47.795 <sup>b</sup>	\$47.795
After 6 years	\$26.11	\$5.00	\$0.60 <sup>a</sup>	\$2.21	8.0	\$34.70	\$48.145	\$48.145 <sup>b</sup>	\$48.145
Senior Technician <sup>c</sup>	\$16.89	\$5.00	\$0.60 <sup>a</sup>	\$0.00	8.0	\$23.00	\$31.70	\$31.70 <sup>b</sup>	\$31.70
After 6 months	\$16.89	\$5.00	\$0.60 <sup>a</sup>	\$0.78	8.0	\$23.78	\$32.48	\$32.48 <sup>b</sup>	\$32.48
After 3 years	\$16.89	\$5.00	\$0.60 <sup>a</sup>	\$1.20	8.0	\$24.20	\$32.90	\$32.90 <sup>b</sup>	\$32.90
After 6 years	\$16.89	\$5.00	\$0.60 <sup>a</sup>	\$1.43	8.0	\$24.43	\$33.13	\$33.13 <sup>b</sup>	\$33.13
Pole Treatment Journeyman	\$23.33	\$5.00	\$0.60 <sup>a</sup>	\$0.00	8.0	\$29.63	\$41.645	\$41.645 <sup>b</sup>	\$41.645
After 6 months	\$23.33	\$5.00	\$0.60 <sup>a</sup>	\$1.08	8.0	\$30.71	\$42.725	\$42.725 <sup>b</sup>	\$42.725
After 3 years	\$23.33	\$5.00	\$0.60 <sup>a</sup>	\$1.66	8.0	\$31.29	\$43.305	\$43.305 <sup>b</sup>	\$43.305
After 6 years	\$23.33	\$5.00	\$0.60 <sup>a</sup>	\$1.97	8.0	\$31.60	\$43.615	\$43.615 <sup>b</sup>	\$43.615
Pole Restoration and Treatment <sup>c</sup> Technician (First 6 months)	\$14.00	\$5.00	\$0.60 <sup>a</sup>	\$0.65	8.0	\$20.67	\$27.88	\$27.88 <sup>b</sup>	\$27.88

<b>Classification</b> (Journeyman)	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)
Pole Restoration and Treatment Technician (After 6 months)	\$14.00	\$5.00	\$0.60 <sup>a</sup>	\$0.65	8.0	\$27.88	\$27.88	\$27.88 <sup>b</sup>	\$27.88
Pole Restoration and Treatment Technician (After 3 years)	\$14.00	\$5.00	\$0.60 <sup>a</sup>	\$1.00	8.0	\$28.23	\$28.23	\$28.23 <sup>b</sup>	\$28.23
Pole Restoration and Treatment Technician (After 6 years)	\$14.00	\$5.00	\$0.60 <sup>a</sup>	\$1.15	8.0	\$28.41	\$28.41	\$28.41 <sup>b</sup>	\$28.41

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

<sup>a</sup> 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.

<sup>b</sup> Saturdays may be scheduled as a make-up day at the regular straight time rate.

<sup>c</sup> The Ratio of Technicians to Journeyman 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-8-2021-1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* 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 Del Norte, Modoc and Siskiyou counties.

**Wages and Employer Payments:**

<u>Classification</u> (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Training <sup>b</sup>	Other <sup>c</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (2X)	Saturday Overtime Hourly Rate (2X)	Sunday/Holiday Overtime Hourly Rate (2X)
Lineman, Heavy Line Equipment man, Certified Lineman Welder, Pole Sprayer	\$55.71	\$7.65	\$14.32	\$0.84	\$0.14	8.0	\$78.76	\$137.12	\$137.12	\$137.12
Cable Splicer	\$62.40	\$7.75	\$14.52	\$0.94	\$0.16	8.0	\$85.77	\$151.14	\$151.14	\$151.14
Line Equipment Operator	\$60.91	\$7.75	\$10.89	\$0.72	\$0.12	8.0	\$67.39	\$117.58	\$117.58	\$117.58
Powderman	\$51.78	\$7.65	\$8.40	\$0.63	\$0.10	8.0	\$58.56	\$102.32	\$102.32	\$102.32
Groundman First 1040 Hours	\$42.28	\$7.65	\$7.82	\$0.33	\$0.06	8.0	\$38.14	\$61.48	\$61.48	\$61.48
Groundman 1041-2080 Hours	\$27.26	\$7.65	\$7.99	\$0.42	\$0.07	8.0	\$43.99	\$73.18	\$73.18	\$73.18
Groundman 2081+ Hours	\$24.54	\$7.65	\$8.19	\$0.52	\$0.09	8.0	\$50.99	\$87.18	\$87.18	\$87.18
Pole Sprayer Trainee First six months	\$47.14	\$7.65	\$8.58	\$0.72	\$0.12	8.0	\$64.81	\$114.82	\$114.82	\$114.82
Pole Sprayer Trainee Second six months	\$50.03	\$7.65	\$8.65	\$0.75	\$0.13	8.0	\$67.21	\$119.62	\$119.62	\$119.62
Pole Sprayer Trainee Third six months	\$51.70	\$7.65	\$8.70	\$0.78	\$0.13	8.0	\$68.96	\$123.12	\$123.12	\$123.12

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

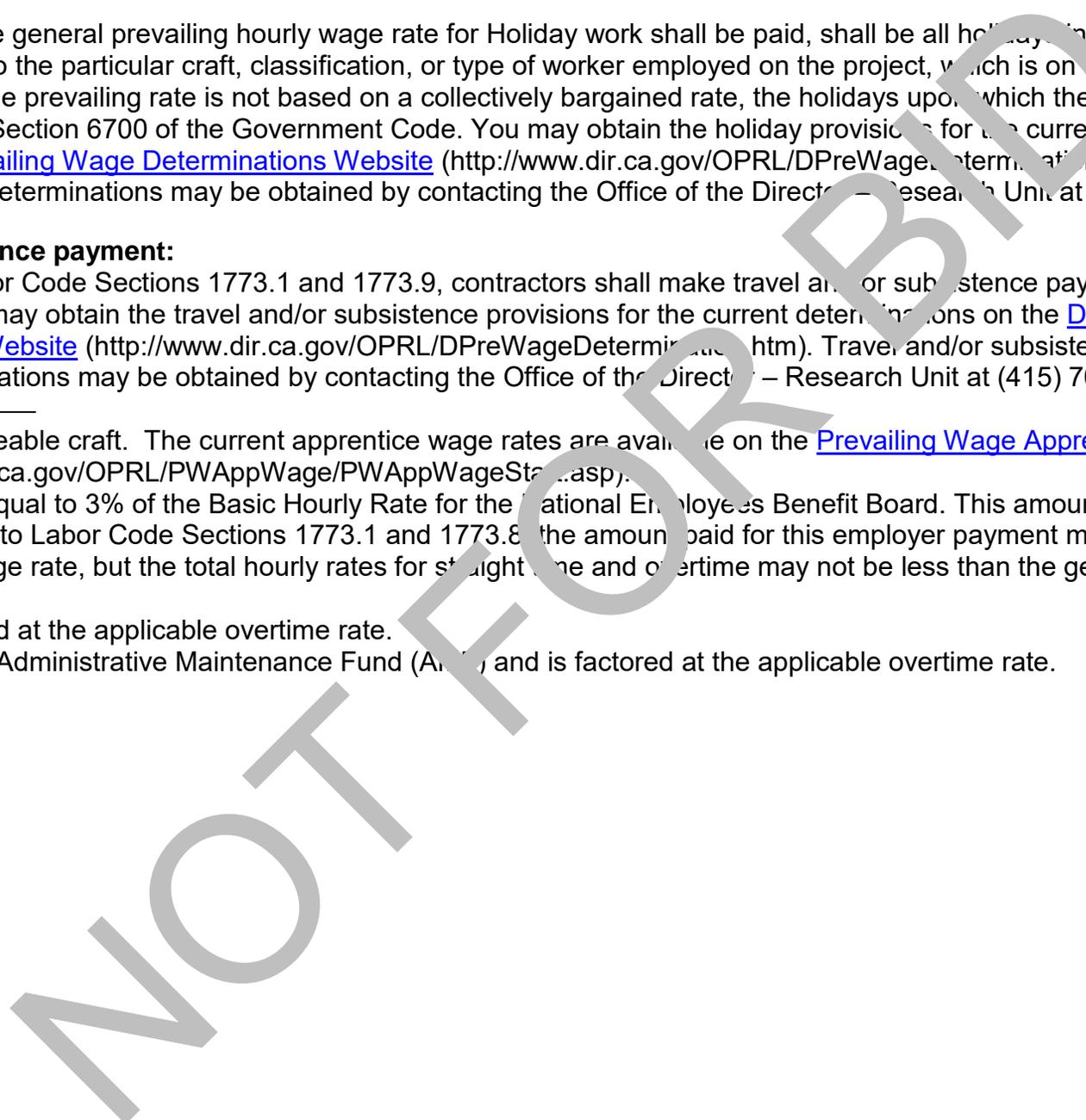
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# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.asp>).

<sup>a</sup> 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.

<sup>b</sup> This amount is factored at the applicable overtime rate.

<sup>c</sup> 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-1-2021-2

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
April 2, 2022\*\* 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 San Francisco, San Mateo and Santa Clara Counties

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Holiday Overtime Hourly Rate (2 ½ X)
Telecommunications Technician	\$46.28	\$7.55	\$4.06	\$3.20	\$0.00	8.0	\$61.19	\$84.33	\$130.61

<sup>a</sup> \$3.97 for employees with 7 years of service but less than 15 years, \$4.84 for 15 years but less than 25 years, \$5.70 for over 25 years.

<sup>b</sup> 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-1-2021-2A

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

April 2, 2022\*\* 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 Alameda, Contra Costa, Los Angeles, Marin, Orange, Riverside, San Diego and Ventura Counties.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>c</sup>	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Holiday Overtime Hourly Rate (2 ½ X)
Telecommunications Technician	\$45.30	\$7.65	\$3.87	\$3.14	\$0.00	8.0	\$60.06	\$82.71	\$128.01

<sup>c</sup> \$3.89 for employees with 7 years of service but less than 15 years, \$4.74 for 15 years but less than 25 years, \$5.58 for over 25 years.

**Determination:**

C-422-X-1-2021-2B

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

April 2, 2022\*\* 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 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 (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>d</sup>	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Holiday Overtime Hourly Rate (2 ½ X)
Telecommunications Technician	\$44.08	\$7.65	\$3.87	\$3.05	\$0.00	8.0	\$58.65	\$80.69	\$124.77

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular unit, 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) (<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 payments:**

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

<sup>d</sup> \$3.79 for employees with 7 years of service but less than 15 years, \$4.61 for 15 years but less than 25 years, \$5.43 for over 25 years.

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-10-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:** April 2, 2022\*\* The rate to be paid for work performed on 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 Del Norte, Inyo, Mono, San Bernardino and Santa Barbara Counties.

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Holiday Overtime Hourly Rate (2 ½ X)
Telecommunications Technician	\$44.08	\$7.65	\$3.87	\$3.05	\$0.00	8.0	\$58.65	\$80.69	\$124.77

**Recognized holidays:**

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

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

<sup>a</sup> \$3.79 for employees with 7 years of service but less than 15 years, \$4.61 for 15 years but less than 25 years, \$5.43 for over 25 years.

<sup>b</sup> 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.

[Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 (916) 703-4774.

NOT FOR BID

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: Stator Rewinder #**

**Determination:**

C-738-1412-7-2021-1

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

**Localities:**

All localities within the State of California

**Wages and Employer Payments:**

<u>Classification</u> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate <sup>a</sup>	Daily Overtime Hourly Rate (1 ½ X) <sup>ab</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>a</sup>	Sunday Overtime Hourly Rate (2 X) <sup>a</sup>	Holiday Overtime Hourly Rate (2 ½ X) <sup>a</sup>
Stator Rewinder	\$15.20	\$1.36 <sup>c</sup>	\$2.18 <sup>c</sup>	\$0.29 <sup>cd</sup>	\$0.53	\$0.29 <sup>c</sup>	8.0	\$19.90	\$29.56	\$29.56	\$39.22	\$48.88
Stator Rewinder Helper	\$14.00	\$1.26 <sup>c</sup>	\$2.01 <sup>c</sup>	\$0.27 <sup>ce</sup>	\$0.54	\$0.27 <sup>c</sup>	8.0	\$18.35	\$27.26	\$27.26	\$36.16	\$45.07

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

[Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 (916) 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Does not include any additional amount that may be required for vacation pay.

<sup>b</sup> 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.

<sup>c</sup> Contributions are factored at the appropriate overtime multiplier

<sup>d</sup> Rate applies to the first two years of employment only: for employment over two years, \$1.02 per hour worked; for employment over five years, \$1.17 per hour worked; for employment over seven years, \$1.35 per hour worked; for employment over fifteen years, \$1.62 per hour worked; for employment over twenty years, \$1.80 per hour worked; for employment over thirty years, \$2.07 per hour worked.

<sup>e</sup> Rates apply to the first two years of employment only: for employment over two years, \$0.54 per hour worked; for employment over five years, \$0.67 per hour worked; for employment over seven years, \$0.81 per hour worked; for employment over fifteen years, \$1.08 per hour worked; for employment over twenty years, \$1.35 per hour worked; for employment over thirty years, \$1.62 per hour worked.

NOT FOR BIDD

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: 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:**

Classification	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday/Holiday Overtime Hourly 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) (<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 payments:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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

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<sup>a</sup> The contribution applies to all work up to \$355.00 per month.

<sup>b</sup> \$0.65 after 2 years of service

\$0.98 after 5 years of service

\$1.31 after 9 years of service

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

NOT FOR BID

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: Metal Roofing Systems Installer\***

**Determination:**  
C-MR-2021-2F

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
June 30, 2022\*\* 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 Los Angeles, Orange, Riverside and San Bernardino Counties. (REF: 166-102-1)

**Wages and Employer Payments:**

Classification	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>c</sup> (1 ½ X)	Saturday Overtime Hourly Rate <sup>c</sup> (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$50.23	\$11.22	\$17.68	\$0.00	\$0.82	\$0.68	8.00	\$80.53	\$105.65	\$105.65	\$130.76

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes amount withheld for Working Dues.

<sup>b</sup> 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.

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

NOT FOR BIDD

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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-12-2021-1

**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 Inyo, Mono and San Bernardino Counties.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Driver: Mixer Truck	\$19.05	\$2.66 <sup>a</sup>	\$1.7	\$1.17 <sup>b</sup>	\$0.00	\$0.00	8.0	\$28.59	\$38.115 <sup>c</sup>	\$38.115

**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 unit, 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) (<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 payments:**

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

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- \* There is no predetermined increase applicable to this determination.
  - <sup>a</sup> The contribution applies to all hours until \$1155.24 is paid for the month.
  - <sup>b</sup> \$1.54 after 7 years of service. \$1.91 after 14 years of service.
  - <sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

NOT FOR BID

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

**Craft: Tree Trimmer (High Voltage Line Clearance)**

**Determination:**

C-TT-61-1245-12-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* 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 Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties. (REF: 61-1245-12)

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension <sup>b</sup>	Vacation	Holiday	Training	Hours	Total Hourly Rate	Daily/Saturday/Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.69	\$7.75	\$10.49	\$0.76	\$0.76	\$0.28	8.0	\$56.73	\$94.52
Trimmer Trainee: Start (0-6 Months)	\$29.68	\$7.75	\$6.86	\$0.54	\$0.54	\$0.19	8.0	\$41.56	\$68.01
Trimmer Trainee: 6-12 Months	\$29.35	\$7.75	\$8.07	\$0.62	\$0.62	\$0.22	8.0	\$46.63	\$76.86
Trimmer Trainee: After 12 Months	\$31.02	\$7.75	\$9.28	\$0.69	\$0.69	\$0.25	8.0	\$51.68	\$85.69
Ground person First 6 Months	\$22.01	\$7.75	\$1.16	\$0.47	\$0.47	\$0.00	8.0	\$31.86	\$54.53
Ground person After 6 Months	\$21.85	\$7.75	\$1.92	\$0.51	\$0.51	\$0.00	8.0	\$34.54	\$59.11

**Determination:**

C-TT-61-465-5-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* 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 San Diego County.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension <sup>b</sup>	Vacation	Holiday	Training	Hours	Total Hourly Rate	Daily/ Saturday/ Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.69	\$7.75	\$10.49	\$0.76	\$0.76	\$0.28	8.0	\$56.73	\$94.52
Trimmer Trainee: Start (0-6 Months)	\$25.68	\$7.75	\$8.36	\$0.54	\$0.54	\$0.19	8.0	\$41.56	\$68.01
Trimmer Trainee: 6-12 Months	\$29.35	\$7.75	\$8.62	\$0.62	\$0.62	\$0.22	8.0	\$46.63	\$76.86
Trimmer Trainee: After 12 Months	\$33.02	\$7.75	\$9.28	\$0.69	\$0.69	\$0.25	8.0	\$51.68	\$85.69
Ground person First 6 Months	\$22.01	\$7.75	\$1.16	\$0.47	\$0.47	\$0.00	8.0	\$31.86	\$54.53
Ground person After 6 Months	\$27.85	\$7.75	\$1.92	\$0.51	\$0.51	\$0.00	8.0	\$34.54	\$59.11

**Determination:**

C-TT-61-465-5A-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial County.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension <sup>b</sup>	Vacation	Holiday	Training	Hours	Total Hourly Rate	Daily/ Saturday/ Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.69	\$7.75	\$10.49	\$0.76	\$0.76	\$0.28	8.0	\$56.73	\$94.52
Trimmer Trainee: Start (0-6 Months)	\$25.68	\$7.75	\$8.36	\$0.54	\$0.54	\$0.19	8.0	\$41.56	\$68.01
Trimmer Trainee: 6-12 Months	\$29.35	\$7.75	\$8.62	\$0.62	\$0.62	\$0.22	8.0	\$46.63	\$76.86
Trimmer Trainee: After 12 Months	\$33.02	\$7.75	\$9.28	\$0.69	\$0.69	\$0.25	8.0	\$51.68	\$85.69
Ground person First 6 Months	\$22.01	\$7.75	\$1.16	\$0.47	\$0.47	\$0.00	8.0	\$31.86	\$54.53
Ground person After 6 Months	\$27.85	\$7.75	\$1.92	\$0.51	\$0.51	\$0.00	8.0	\$34.54	\$59.11

**Determination:**

C-TT-61-47-3-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* 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 Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension <sup>b</sup>	Vacation	Holiday	Training	Hours	Total Hourly Rate	Daily/ Saturday/ Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.69	\$7.75	\$10.49	\$0.76	\$0.76	\$0.28	8.0	\$56.73	\$94.52
Trimmer Trainee: Start (0-6 Months)	\$25.68	\$7.75	\$8.36	\$0.54	\$0.54	\$0.19	8.0	\$41.56	\$68.01
Trimmer Trainee: 6-12 Months	\$29.35	\$7.75	\$8.62	\$0.62	\$0.62	\$0.22	8.0	\$46.63	\$76.86
Trimmer Trainee: After 12 Months	\$33.02	\$7.75	\$9.28	\$0.69	\$0.69	\$0.25	8.0	\$51.68	\$85.69
Ground person First 6 Months	\$22.01	\$7.75	\$1.16	\$0.47	\$0.47	\$0.00	8.0	\$31.86	\$54.53
Ground person After 6 Months	\$27.65	\$7.75	\$1.92	\$0.51	\$0.51	\$0.00	8.0	\$34.54	\$59.11

**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 1773.9 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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)

[Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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 (916) 703-4774.

<sup>a</sup> Includes an amount for Health Reimbursements Accounts.

<sup>b</sup> An amount equal to 3% of the Basic Hourly Rate is added to the total hourly rate and overtime hourly rate for the National Employees Benefit Board and is factored at the applicable overtime multiplier. 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. Includes amount for National Electrical Annuity Plan.

NOT FOR BIDD

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

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

**Determination:**  
SC-3-5-1-2021-1

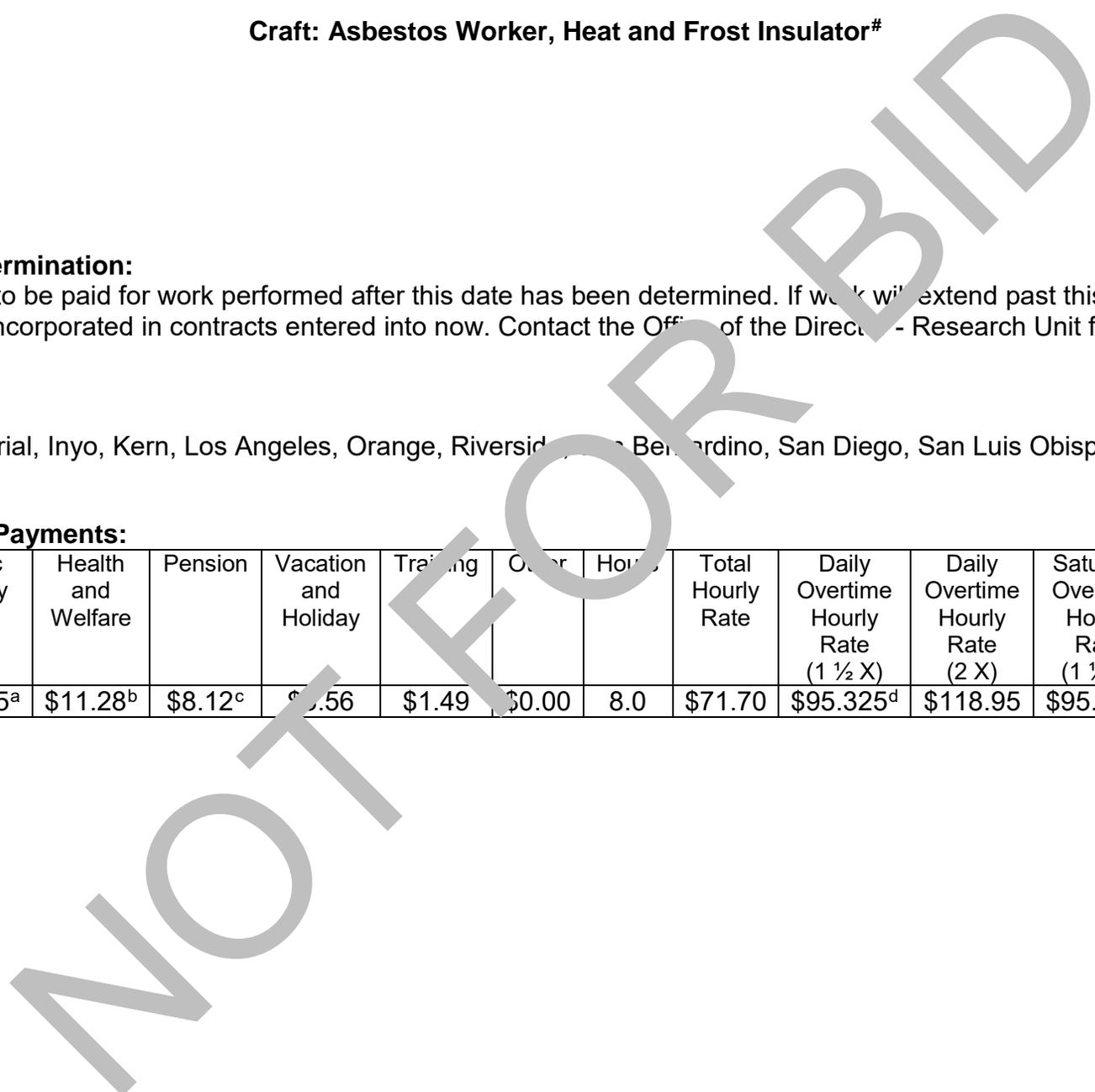
**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
July 3, 2022\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$47.25 <sup>a</sup>	\$11.28 <sup>b</sup>	\$8.12 <sup>c</sup>	\$2.56	\$1.49	\$0.00	8.0	\$71.70	\$95.325 <sup>d</sup>	\$118.95	\$95.325 <sup>e</sup>	\$118.95	\$118.95 <sup>f</sup>



**Determination:**  
SC-3-5-3-2021-2

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**

July 3, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date if no subsequent determination is issued.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate
Hazardous Material Handler Mechanic	\$22.40 <sup>g</sup>	\$6.08 <sup>h</sup>	\$6.17	\$0.00	\$0.82	0.00	8.0	\$35.47	\$46.67	\$0.00	\$46.67	\$0.00	\$46.67 <sup>i</sup>

**Note:**

Asbestos removal workers must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations, Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (510) 286-7362.

**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) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

<sup>b</sup> Includes \$0.01 for Occupational Health Plan.

<sup>c</sup> Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for the employer payment may vary resulting in a lower taxable Basic Hourly Rate, but the Total Hourly Rates for Straight Time and Overtime may not be less than the general prevailing rate of per diem wages.

<sup>d</sup> Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

<sup>e</sup> Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

<sup>f</sup> \$166.20 per hour for work on Labor Day. For maintenance and asbestos abatement projects. Sundays and observed holidays may be worked at the time and one half rate.

<sup>g</sup> Includes 6.5% of employees gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

<sup>h</sup> Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.01 for Occupational Health Plan.

<sup>i</sup> \$80.27 per hour for work on Labor Day.

NOT FOR BID

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

**Craft: Fire Safety and Miscellaneous Sealing**

**Determination:**  
SC-3-5-4-2021-1

**Issue Date:**  
August 22, 2021

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

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

**Wages and Employer Payments:**

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

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

Classification (Journeyman) (Shift)	Basic Hourly Rate <sup>d</sup>	Health and Welfare <sup>e</sup>	Pension	Vacation and Holiday	Other	Hours	Total Hourly Rate	Sunday and Saturday Overtime Hourly Rate (1 1/2 X) <sup>f</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) <sup>b</sup>
Asbestos Worker, Fire Safety Technician – Class I (0-2000 hrs) <sup>c</sup>	\$19.60	\$10.01	\$0.00	\$0.90	\$0.05	9	\$30.56	\$40.36	\$50.16	\$69.76
Asbestos Worker, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$25.18	\$10.01	\$0.00	\$1.26	\$0.05	9	\$36.50	\$49.09	\$61.68	\$86.86
Asbestos Worker, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$27.73	\$10.01	\$8.12	\$1.35	\$0.05	9	\$47.24	\$61.105	\$74.97	\$102.70
Asbestos Worker, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$32.09	\$10.01	\$8.12	\$1.53	\$0.05	9	\$51.80	\$67.845	\$83.89	\$115.98

NOT FOR

**Determination:**

SC-204-X-18-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

August 31, 2022\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate <sup>d</sup>	Health and Welfare	Pension	Vacation and Holiday <sup>h</sup>	Training	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X) <sup>i</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) <sup>b</sup>
Plumber, Fire Safety Technician – Class I (0-2000 hrs) <sup>c</sup>	\$20.78	\$8.25	\$0.00	\$0.00	\$0.10	\$1.45	8.0	\$30.58	\$40.97	\$51.36	\$72.14
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$26.75	\$8.25	\$0.00	\$0.00	\$0.10	\$1.45	8.0	\$36.51	\$49.865	\$62.61	\$88.10
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$29.75	\$8.25	\$7.12	\$0.00	\$0.10	\$1.45	8.0	\$46.70	\$61.59	\$75.62	\$103.68
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$34.50	\$8.25	\$7.12	\$0.00	\$0.10	\$1.45	8.0	\$51.25	\$68.415	\$84.22	\$115.83

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

Classification (Journeyman) (Shift)	Basic Hourly Rate <sup>d</sup>	Health and Welfare	Pension	Vacation and Holiday <sup>h</sup>	Training	Other	Hours	Total Hourly Rate	Daily and Saturday Overtime Hourly Rate (1 ½ X) <sup>i</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) <sup>b</sup>
Plumber, Fire Safety Technician – Class I (0-2000 hrs) <sup>c</sup>	\$21.82	\$8.25	\$0.00	\$0.00	\$0.10	\$1.45	8.0	\$31.62	\$42.53	\$53.44	\$75.26
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$27.98	\$8.25	\$0.00	\$0.00	\$0.10	\$1.45	8.0	\$37.78	\$51.77	\$65.15	\$91.91
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$31.18	\$8.25	\$7.12	\$0.00	\$0.10	\$1.45	8.0	\$48.10	\$63.69	\$78.42	\$107.88
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$35.91	\$8.25	\$7.12	\$0.00	\$0.10	\$1.45	8.0	\$52.83	\$70.785	\$87.38	\$120.57

**Recognized holidays:**

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

In accordance with Labor Code Sections 1773.7 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

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

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

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

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

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

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

<sup>h</sup> Vacation/Holiday shall be paid at time and one half for all overtime hours and is included in the Basic Hourly Rate.

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

NOT FOR BIDDING

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

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

**Determination:**

SC-23-31-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

Area 1: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.

Area 2: Inyo, Kern, and Mono counties.

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other <sup>c</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Carpenter <sup>f g</sup> , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer (Area 1)	\$44.44	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.32	\$90.54	\$90.54	\$112.76
Carpenter <sup>f g</sup> , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer (Area 2)	\$44.44	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$67.75	\$89.685	\$89.685	\$111.62
Pile Driverman <sup>h</sup> , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	\$44.57	\$8.00	\$5.66	\$7.16	\$0.57	\$2.49	8.0	\$68.45	\$90.785	\$90.785	\$113.07

Classification (Journey person)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other <sup>c</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 1/2 X) <sup>d</sup>	Saturday Overtime Hourly Rate (1 1/2 X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Bridge Carpenter <sup>f</sup>	\$44.57	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.45	\$90.735	\$90.735	\$113.02
Shingler (Area 1) <sup>f</sup>	\$44.57	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.45	\$90.735	\$90.735	\$113.02
Shingler (Area 2) <sup>f</sup>	\$44.01	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$67.89	\$89.895	\$89.895	\$111.90
Saw Filer (Area 1)	\$44.53	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.41	\$90.675	\$90.675	\$112.94
Saw Filer (Area 2)	\$43.87	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$67.75	\$89.685	\$89.685	\$111.62
Table Power Saw Operator (Area 1)	\$44.54	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.42	\$90.69	\$90.69	\$112.96
Table Power Saw Operator (Area 2)	\$44.97	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.85	\$91.335	\$91.335	\$113.82
Pneumatic Nailer or Power Stapler (Area 1)	\$44.69	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.57	\$90.915	\$90.915	\$113.26
Pneumatic Nailer or Power Stapler (Area 2)	\$44.13	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.01	\$90.075	\$90.075	\$112.14
Roof Loader of Singles (Area 1)	\$31.81	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$55.69	\$71.595	\$71.595	\$87.50
Roof Loader of Shingler (Area 2)	\$31.76	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$55.64	\$71.52	\$71.52	\$87.40
Scaffold Builder	\$35.64	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$59.52	\$77.34	\$77.34	\$95.16
Millwright <sup>f</sup>	\$44.94	\$8.00	\$5.66	\$7.16	\$0.62	\$2.64	8.0	\$69.02	\$91.49	\$91.49	\$113.96
Head Rockslinger	\$44.67	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.55	\$90.885	\$90.885	\$113.22
Rock Bargeman or Scowman	\$44.17	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.35	\$90.585	\$90.585	\$112.82
Diver, Wet (Up To 50 Ft. Depth) <sup>i</sup>	\$97.14 <sup>j</sup>	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$121.02	\$169.59	\$169.59	\$218.16
Diver, (Stand-By) <sup>i</sup>	\$48.77 <sup>j</sup>	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$72.45	\$96.735	\$96.735	\$121.02
Diver's Tender <sup>i</sup>	\$47.57 <sup>j</sup>	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$71.45	\$95.235	\$95.235	\$119.02
Assistant Tender (Diver's Tender) <sup>i</sup>	\$44.17 <sup>j</sup>	\$8.00	\$5.66	\$7.16	\$0.62	\$2.44	8.0	\$68.45	\$90.735	\$90.735	\$113.02

**Determination:**  
SC-31-741-1-2021-1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**

May 31, 2022\*\* 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.

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 1/2 X)	Saturday Overtime Hourly Rate (1 1/2 X) <sup>k</sup>	Holiday Overtime Hourly Rate (2 X)
Terrazzo Installer	\$41.66	\$8.00	\$5.66	\$4.59	\$0.00	8.0	\$60.41	\$81.24	\$81.24	\$102.07
Terrazzo Finisher	\$35.16	\$8.00	\$5.66	\$4.59	\$0.50	8.0	\$53.91	\$71.49	\$71.49	\$89.07

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Basic Hourly Rates for Area 2 include an additional amount deducted for vacation/holiday.

<sup>b</sup> Includes an amount for supplemental duties.

<sup>c</sup> Includes an amount for Affirmative Action.

<sup>d</sup> All overtime worked Mon - Fri shall be paid at 1 1/2 times the straight time rate for the first four (4) hours and double (2x) the straight time for work performed after twelve (12) hours.

<sup>e</sup> First eight (8) hours worked paid at 1 1/2 times the straight time rate, all hours after that paid at double (2x) the straight time rate. Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer.

<sup>f</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.

- 
- <sup>g</sup> A Carpenter who performs work of forming in the construction of open cut sewers or storm drains shall receive a premium of thirteen cents (\$0.13) per hour in addition to his Carpenter's scale. This premium shall apply only on an operation in which horizontal lagging is used in conjunction with Steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms, which work is performed by pile drivers.
  - <sup>h</sup> When performing welding work requiring certification, classification will receive an additional \$1.00 per hour. An additional \$0.50 per hour when handling or working with new pressure-treated creosote piling or timber, or driving of new pressure-treated creosote piling.
  - <sup>i</sup> Shall receive a minimum of 8 hours pay for any day or part thereof.
  - <sup>j</sup> For specific rates over 50 ft depth, contact the Office of the Director – Research Unit. Rates for Technicians, Manifold Operators, Pressurized Submersible Operators, Remote Control Vehicle Operators, and Remote Operated Vehicle Operators, as well as rates for Pressurized Bell Diving and Saturation Diving are available upon request.
  - <sup>k</sup> Saturdays in the same work week may be worked at straight-time rates if a job is shut down during the normal work week due to inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer. Work on Sunday, if it is the 7th consecutive workday, shall be paid at double (2x) the straight-time rate.

NOT FOR BIDD

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

**Craft: Modular Furniture Installer (Carpenter)#**

**Determination:**

SC-23-31-16-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1 ½ X)	6 <sup>th</sup> Workday Overtime Hourly Rate <sup>b</sup> (1 ½ X)	7 <sup>th</sup> Workday/ Holiday Overtime Hourly Rate (2 X)
Modular Installer: Installer	\$20.00	\$5.19	\$1.86	\$1.85	\$0.10	\$0.03	8.0	\$29.03	\$39.03	\$39.03	\$49.03
Modular Installer: Lead Installer	\$21.00	\$5.19	\$1.86	\$1.85	\$0.10	\$0.03	8.0	\$31.03	\$42.03	\$42.03	\$53.03

**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) (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 determination on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

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

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

NOT FOR BIDDING

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

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

**Determination:**

SC-23-31-20-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other <sup>a</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday/ Holiday Overtime Hourly Rate
Fence Builder	\$41.34	\$5.00	\$5.50	\$6.16	\$0.62	\$1.51	8.0	\$63.13	\$83.80	\$83.80	\$104.47

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for Annuity.

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

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

NOT FOR BID

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

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

**Determination:**

SC-23-63-2-2021-1B

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 733-4777 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

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

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$51.00	8	\$81.04	\$106.540	\$106.540	\$132.04
Group 2	\$51.78	8	\$81.82	\$107.710	\$107.710	\$133.60
Group 3	\$52.07	8	\$82.11	\$108.145	\$108.145	\$134.18
Group 4	\$52.41	8	\$82.25	\$108.355	\$108.355	\$134.46
Group 5	\$52.43	8	\$82.47	\$108.685	\$108.685	\$134.90
Group 6	\$52.54	8	\$82.58	\$108.850	\$108.850	\$135.12
Group 7	\$52.66	8	\$82.70	\$109.030	\$109.030	\$135.36
Group 8	\$52.80	8	\$82.87	\$109.285	\$109.285	\$135.70
Group 9	\$53.00	8	\$83.04	\$109.540	\$109.540	\$136.04
Group 10	\$54.00	8	\$84.04	\$111.040	\$111.040	\$138.04
Group 11	\$55.00	8	\$85.04	\$112.540	\$112.540	\$140.04
Group 12	\$56.00	8	\$86.04	\$114.040	\$114.040	\$142.04
Group 13	\$57.00	8	\$87.04	\$115.540	\$115.540	\$144.04

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$13.15
Vacation and Holiday <sup>e</sup>	\$3.60
Training	\$1.05
Other	\$0.39

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

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

**Determination:**

SC-23-63-2-2021-1B1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and total hourly rates (including employer payments).**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$51.50	8	\$81.54	\$107.290	\$107.290	\$133.04
Group 2	\$52.28	8	\$82.32	\$108.460	\$108.460	\$134.60
Group 3	\$52.57	8	\$82.61	\$108.895	\$108.895	\$135.18
Group 4	\$52.71	8	\$82.75	\$109.105	\$109.105	\$135.46
Group 5	\$52.93	8	\$82.97	\$109.435	\$109.435	\$135.90
Group 6	\$53.04	8	\$83.08	\$109.600	\$109.600	\$136.12
Group 7	\$53.26	8	\$83.20	\$109.780	\$109.780	\$136.36
Group 8	\$53.37	8	\$83.37	\$110.035	\$110.035	\$136.70
Group 9	\$53.50	8	\$83.54	\$110.290	\$110.290	\$137.04
Group 10	\$54.00	8	\$84.54	\$111.790	\$111.790	\$139.04
Group 11	\$55.50	8	\$85.54	\$113.290	\$113.290	\$141.04
Group 12	\$56.50	8	\$86.54	\$114.790	\$114.790	\$143.04
Group 13	\$57.50	8	\$87.54	\$116.290	\$116.290	\$145.04

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$13.15
Vacation and Holiday <sup>e</sup>	\$3.60
Training	\$1.05
Other	\$0.39

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

**CRAFT: CRANES, PILE DRIVER AND HOISTING EQUIPMENT  
(OPERATING ENGINEER, MULTI-SHIFT) #**

**Determination:**

SC-23-63-2-2021-1B2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages:**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$52.00	8	\$82.04	\$108.040	\$108.040	\$134.04
Group 2	\$52.75	8	\$82.82	\$109.210	\$109.210	\$135.60
Group 3	\$52.97	8	\$83.11	\$109.645	\$109.645	\$136.18
Group 4	\$53.21	8	\$83.25	\$109.855	\$109.855	\$136.46
Group 5	\$53.43	8	\$83.47	\$110.185	\$110.185	\$136.90
Group 6	\$53.74	8	\$83.58	\$110.350	\$110.350	\$137.12
Group 7	\$53.60	8	\$83.70	\$110.530	\$110.530	\$137.36
Group 8	\$53.87	8	\$83.87	\$110.785	\$110.785	\$137.70
Group 9	\$54.00	8	\$84.04	\$111.040	\$111.040	\$138.04
Group 10	\$55.00	8	\$85.04	\$112.540	\$112.540	\$140.04
Group 11	\$56.00	8	\$86.04	\$114.040	\$114.040	\$142.04
Group 12	\$57.00	8	\$87.04	\$115.540	\$115.540	\$144.04
Group 13	\$58.00	8	\$88.04	\$117.040	\$117.040	\$146.04

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$13.15
Vacation and Holiday <sup>e</sup>	\$3.60
Training	\$1.05
Other	\$0.39

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

**Classifications:**

**Group 1**

Engineer Oiler

Shovel, Dragline, Clamshell Operator (over ¾ yd and up to 5 cu yds, M.R.C.)

**Group 2**

Truck Crane Oiler

Shovel, Dragline, Clamshell Operator (2 drum)  
Tugger Hoist Operator (2 drum)

**Group 3**

A-Frame or Winch Truck Operator  
Ross Carrier Operator (Jobsite)

**Group 7**

Questal Crane Operator  
Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)

**Group 4**

Bridge-Type Unloader and Turntable Operator  
Helicopter Hoist Operator  
Snobble Unit (pin-n-go or similar type)

Tower Crane Repairman  
Tugger Hoist Operator (3 drum)

**Group 5**

Hydraulic Boom Truck/Knuckle boom  
Stinger Crane (Austin-Wester or similar type)  
Tugger Hoist Operator (2 drum)

**Group 8**

Crane Operator (up to and including 25 ton capacity)  
Crawler Transporter Operator  
Derrick Barge Operator (up to and including 25 ton capacity)  
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)  
Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

**Group 6**

Bridge Crane Operator  
Cretor Crane Operator  
Hoist Operator (Chicago Boom and similar type)  
Lift Mobile Operator  
Lift Slab Machine Operator (Vagtborg and similar types)  
Material Hoist and/or Manlift Operator  
Polar Gantry Crane Operator  
Prentice Self-Loader  
Self Climbing Scaffold (or similar type)

**Group 9**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)  
Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)  
Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons

**Group 10**

ABI/IFundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. yds.)

**Group 11**

Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C.)

Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)

Tower Crane Operator and Tower Gantry

**Group 12**

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C.)

Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

**Group 13**

Crane Operator (over 300 tons)

Derrick Barge Operator (over 300 tons)

Helicopter Pilot

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)

Hydraulically Controlled Lift Gantry Operator BCR Lift System (over 300 tons)

Mobile Tower Crane Operator (over 300 tons)

**MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. This additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairmen and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive two dollars per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> For classifications within each group, see Pages 4 and 5.

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

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

<sup>e</sup> Includes an amount withheld for supplemental dues.

<sup>f</sup> The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

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

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIALS TESTER#**

**Determination:**

SC-23-63-2-2021-1D

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>d</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>e</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$50.43	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$80.47	\$105.685	\$105.685	\$130.90
Group 2	\$52.21	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$82.25	\$108.355	\$108.355	\$134.46
Group 3	\$54.21	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$84.25	\$111.355	\$111.355	\$138.46

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1771, 1772, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER#  
(SPECIAL SHIFT)**

**Determination:**  
SC-23-63-2-2021-1D1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>d</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>e</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$50.93	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$80.97	\$106.435	\$106.435	\$131.90
Group 2	\$52.71	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$82.75	\$109.105	\$109.105	\$135.46
Group 3	\$54.71	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$84.75	\$112.105	\$112.105	\$139.46

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1771, 1772, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER#  
(MULTI-SHIFT)**

**Determination:**  
SC-23-63-2-2021-1D2

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>d</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>e</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$51.43	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$81.47	\$107.185	\$107.185	\$132.90
Group 2	\$53.21	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$83.25	\$109.855	\$109.855	\$136.46
Group 3	\$55.21	\$11.85	\$13.15	\$3.60	\$1.05	\$0.39	8	\$85.25	\$112.855	\$112.855	\$140.46

**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) (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday

provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

**Classifications:**

**Group 1**

- Field Soils and Materials Tester
- Field Asphaltic Concrete (Soils and Materials Tester)
- Field Earthwork (Grading Excavation and Filling)
- Roof Inspector
- Water Proofer

**Group 2**

- AWS-CWI Welding Inspector
- Building/Construction Inspector
- Licensed Grading Inspector
- Reinforcing Steel
- Reinforced Concrete

- Pre-Tension Concrete
- Post-Tension Concrete
- Structural Steel and Welding Inspector
- Glue Lam and truss Joints
- Truss-Type Joint Construction
- Shear Wall and Floor System used as diaphragms
- Concrete batch Plant
- Spray-Applied Fireproofing
- Structural masonry

**Group 3**

- Nondestructive Testing (NDT)

# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

a For classifications within each group, see Page 4.

b Includes an amount for Annuity.

c Includes an amount withheld for supplemental dues.

d Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

e Rate applies to the first 4 overtime hours worked. All other time is paid at the Sunday 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: OPERATING ENGINEER#**

**Determination:**

SC-23-63-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 705-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and total hourly rates (including employer payment).**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$49.65	8	\$79.69	\$104.515	\$104.515	\$129.34
Group 2	\$50.43	8	\$80.77	\$105.685	\$105.685	\$130.90
Group 3	\$50.72	8	\$81.16	\$106.120	\$106.120	\$131.48
Group 4	\$52.21	8	\$83.57	\$108.355	\$108.355	\$134.46
Group 6	\$52.43	8	\$82.97	\$108.685	\$108.685	\$134.90
Group 8	\$52.54	8	\$82.58	\$108.850	\$108.850	\$135.12
Group 10	\$52.96	8	\$82.70	\$109.030	\$109.030	\$135.36
Group 12	\$52.83	8	\$82.87	\$109.285	\$109.285	\$135.70
Group 13	\$52.95	8	\$82.97	\$109.435	\$109.435	\$135.90
Group 14	\$52.96	8	\$83.00	\$109.480	\$109.480	\$135.96
Group 15	\$53.04	8	\$83.08	\$109.600	\$109.600	\$136.12
Group 16	\$53.16	8	\$83.20	\$109.780	\$109.780	\$136.36
Group 17	\$53.33	8	\$83.37	\$110.035	\$110.035	\$136.70
Group 18	\$53.43	8	\$83.47	\$110.185	\$110.185	\$136.90
Group 19	\$53.54	8	\$83.58	\$110.350	\$110.350	\$137.12
Group 20	\$53.66	8	\$83.70	\$110.530	\$110.530	\$137.36
Group 21	\$53.83	8	\$83.87	\$110.785	\$110.785	\$137.70
Group 22	\$53.93	8	\$83.97	\$110.935	\$110.935	\$137.90
Group 23	\$54.04	8	\$84.08	\$111.100	\$111.100	\$138.12
Group 24	\$54.16	8	\$84.20	\$111.280	\$111.280	\$138.36
Group 25	\$54.33	8	\$84.37	\$111.535	\$111.535	\$138.70

**Employer Payments:**

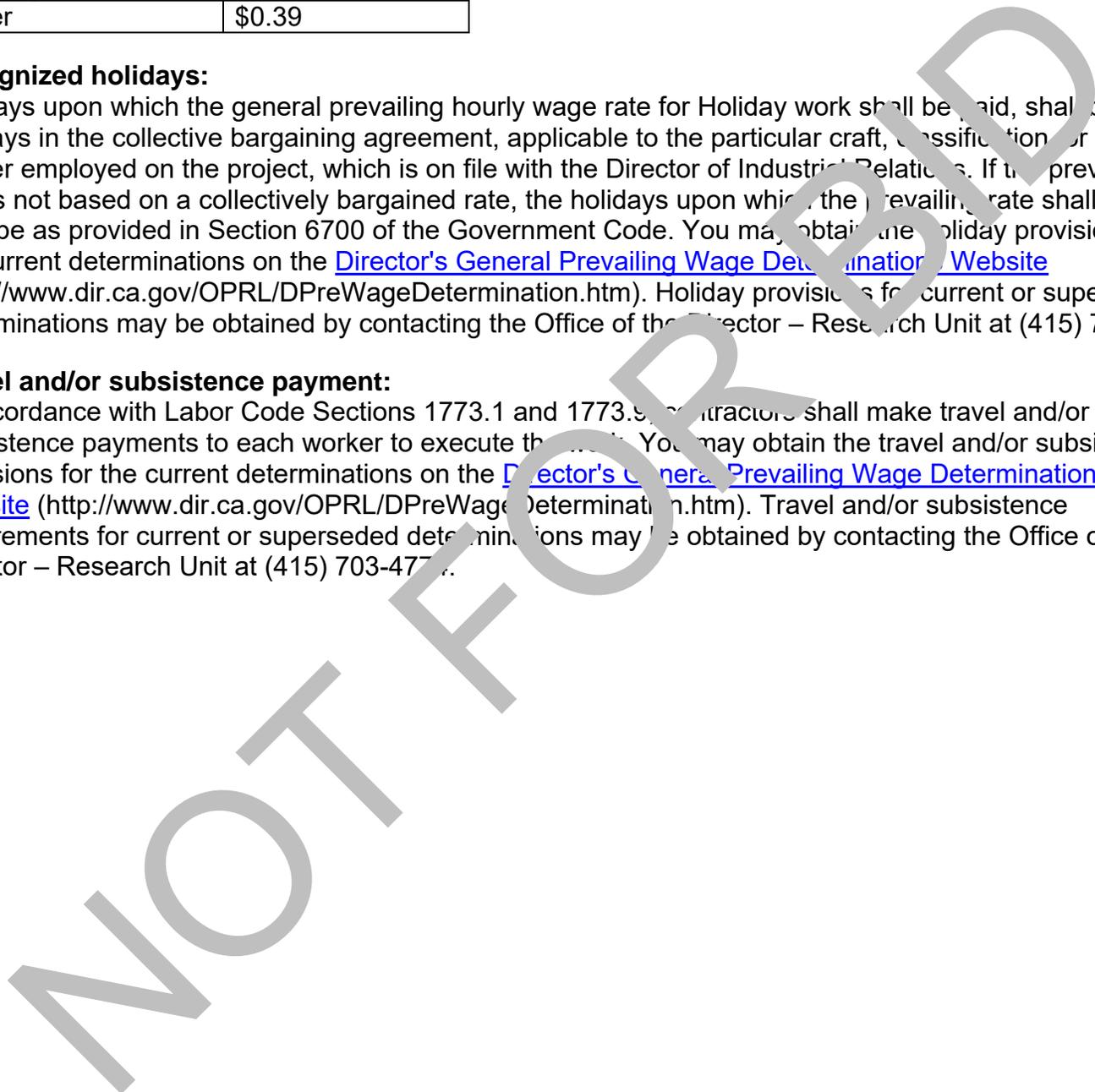
Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$13.15
Vacation and Holiday <sup>e</sup>	\$3.60
Training	\$1.05
Other	\$0.39

**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 Determination Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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



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

**CRAFT: OPERATING ENGINEER (SPECIAL SHIFT) #**

**Determination:**

SC-23-63-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and total hourly rates (including employer payments).**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$50.15	8	\$401.19	\$105.265	\$105.265	\$130.34
Group 2	\$50.93	8	\$407.97	\$106.435	\$106.435	\$131.90
Group 3	\$51.22	8	\$411.26	\$106.870	\$106.870	\$132.48
Group 4	\$52.71	8	\$422.75	\$109.105	\$109.105	\$135.46
Group 6	\$52.93	8	\$423.97	\$109.435	\$109.435	\$135.90
Group 8	\$53.04	8	\$424.08	\$109.600	\$109.600	\$136.12
Group 10	\$53.16	8	\$425.20	\$109.780	\$109.780	\$136.36
Group 12	\$53.33	8	\$426.37	\$110.035	\$110.035	\$136.70
Group 13	\$53.43	8	\$427.47	\$110.185	\$110.185	\$136.90
Group 14	\$53.46	8	\$427.50	\$110.230	\$110.230	\$136.96
Group 15	\$53.54	8	\$428.58	\$110.350	\$110.350	\$137.12
Group 16	\$53.66	8	\$429.70	\$110.530	\$110.530	\$137.36
Group 17	\$53.83	8	\$431.87	\$110.785	\$110.785	\$137.70
Group 18	\$53.93	8	\$432.97	\$110.935	\$110.935	\$137.90
Group 19	\$54.04	8	\$434.08	\$111.100	\$111.100	\$138.12
Group 20	\$54.16	8	\$435.20	\$111.280	\$111.280	\$138.36
Group 21	\$54.33	8	\$437.37	\$111.535	\$111.535	\$138.70
Group 22	\$54.43	8	\$438.47	\$111.685	\$111.685	\$138.90
Group 23	\$54.54	8	\$439.58	\$111.850	\$111.850	\$139.12
Group 24	\$54.66	8	\$440.70	\$112.030	\$112.030	\$139.36
Group 25	\$54.83	8	\$442.87	\$112.285	\$112.285	\$139.70

**Employer Payments:**

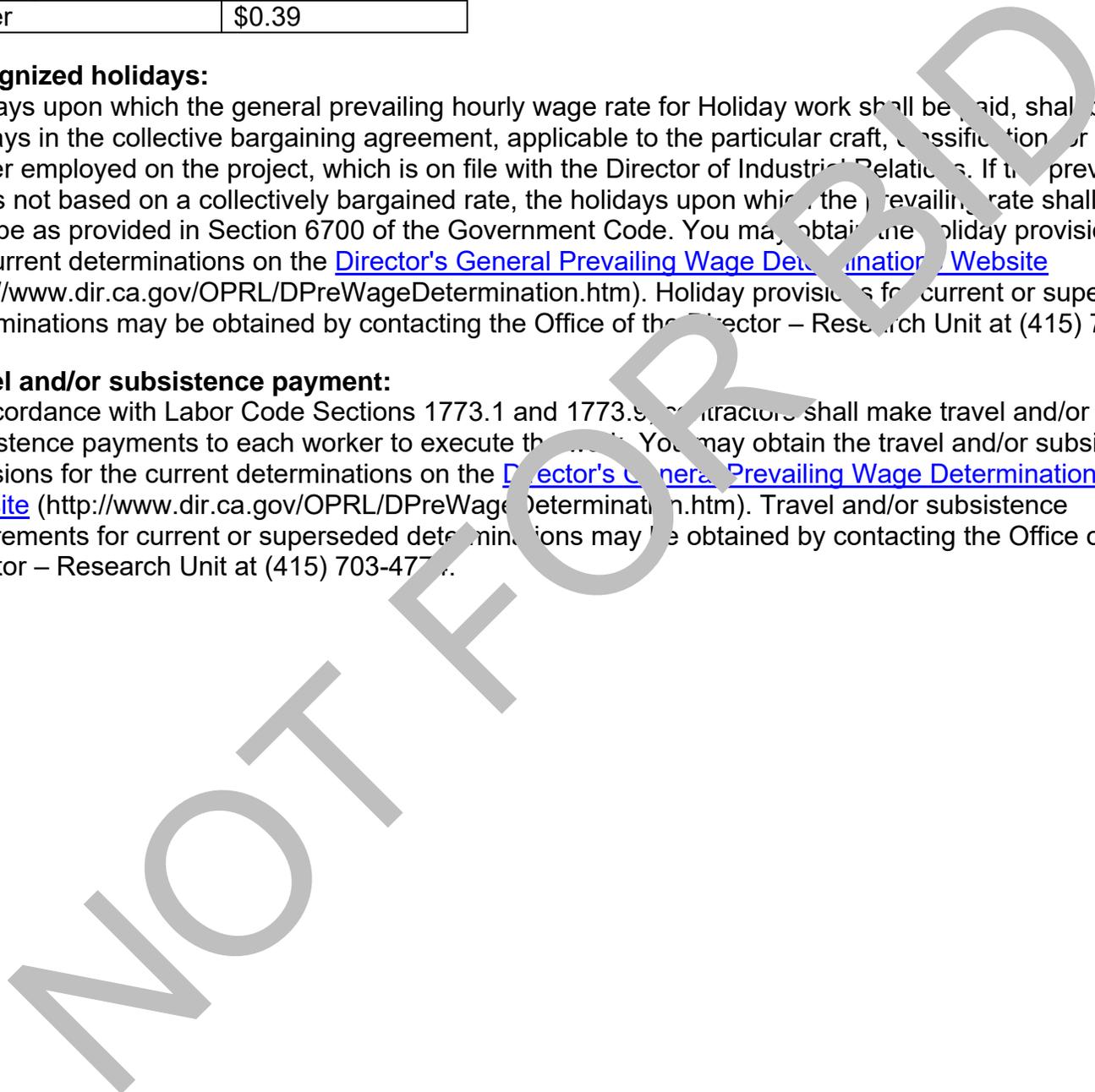
Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$13.15
Vacation and Holiday <sup>e</sup>	\$3.60
Training	\$1.05
Other	\$0.39

**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 Determination Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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



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

**CRAFT: OPERATING ENGINEER (MULTI-SHIFT)#**

**Determination:**

SC-23-63-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and total hourly rates (including employer payments).**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours <sup>f</sup>	Total Hourly Rate <sup>e</sup>	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$50.65	8	\$50.69	\$106.015	\$106.015	\$131.34
Group 2	\$51.43	8	\$51.47	\$107.185	\$107.185	\$132.90
Group 3	\$51.72	8	\$51.76	\$107.620	\$107.620	\$133.48
Group 4	\$53.27	8	\$53.31	\$109.855	\$109.855	\$136.46
Group 5	\$53.31	8	\$53.35	\$110.005	\$110.005	\$136.66
Group 6	\$53.43	8	\$53.47	\$110.185	\$110.185	\$136.90
Group 7	\$53.53	8	\$53.57	\$110.335	\$110.335	\$137.10
Group 8	\$53.54	8	\$53.58	\$110.350	\$110.350	\$137.12
Group 9	\$53.64	8	\$53.68	\$110.500	\$110.500	\$137.32
Group 10	\$53.66	8	\$53.70	\$110.530	\$110.530	\$137.36
Group 11	\$53.76	8	\$53.80	\$110.680	\$110.680	\$137.56
Group 12	\$53.83	8	\$53.87	\$110.785	\$110.785	\$137.70
Group 13	\$53.93	8	\$53.97	\$110.935	\$110.935	\$137.90
Group 14	\$53.96	8	\$54.00	\$110.980	\$110.980	\$137.96
Group 15	\$54.04	8	\$54.08	\$111.100	\$111.100	\$138.12
Group 16	\$54.16	8	\$54.20	\$111.280	\$111.280	\$138.36
Group 17	\$54.33	8	\$54.37	\$111.535	\$111.535	\$138.70
Group 18	\$54.43	8	\$54.47	\$111.685	\$111.685	\$138.90
Group 19	\$54.54	8	\$54.58	\$111.850	\$111.850	\$139.12
Group 20	\$54.66	8	\$54.70	\$112.030	\$112.030	\$139.36

Group 21	\$54.83	8	\$84.87	\$112.285	\$112.285	\$139.70
Group 22	\$54.93	8	\$84.97	\$112.435	\$112.435	\$139.90
Group 23	\$55.04	8	\$85.08	\$112.600	\$112.600	\$140.12
Group 24	\$55.16	8	\$85.20	\$112.780	\$112.780	\$140.36
Group 25	\$55.33	8	\$85.37	\$113.035	\$113.035	\$140.70

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$13.15
Vacation and Holiday <sup>e</sup>	\$3.60
Training	\$1.05
Other	\$0.39

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

**Classifications:**

**Group 1**

Bargeman  
Brakeman  
Compressor Operator  
Ditchwitch, with seat or similar type equipment  
Elevator Operator - Inside  
Engineer Oiler  
Forklift Operator (includes loed, lull or similar types – under 5 tons)  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Pump Operator  
Signalman  
Switchman

**Group 2**

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Concrete Mixer Operator – Skip Type  
Conveyor Operator  
Fireman  
Forklift Operator (includes loed, lull or similar types – over 5 tons)  
Hydrostatic Pump Operator  
Oiler Crusher (Asphalt or Concrete Plant)  
Petromat Laydown Machine  
PJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploder (Wheel type up to ¼ yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

**Group 3**

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer, with all attachments)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

**Group 4**

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (small portable)  
Drilling Machine Operator, Small Auger types (Texoma Super Economic, or similar types – Hughes 100 or 200, or similar types – drilling depth of 30 maximum)  
Equipment Greaser (grease truck)  
Excavator Track/Rubber-Tired-with all attachments (operating weight under 21,000 lbs)  
Guard Rail Post Driver Operator  
Highline Cableway Signalman  
Hydra-Hammer-Aero Stomper  
Hydraulic Casing Oscillator Operator – drilling depth of 10' maximum  
Micro Tunneling Operator (above ground tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power – Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (compacting)  
Screed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 6 ft.)  
Vacuum or Muck Truck

**Group 5 (for multi-shift rate, see Pages 5 and 6)**

Equipment Greaser (Grease Truck/Multi-Shift)

**Group 6**

Articulating Material Hauler  
Asphalt Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and similar type)  
Concrete Placer Operator  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer

Derrickman (oilfield type)  
Drilling Machine Operator, Bucket or Auger types  
(Calweld 100 bucket or similar types – Watson  
1000 auger or similar types – Texoma 330, 500 or  
600 auger or similar types – drilling depth of 45'  
maximum)  
Drilling Machine Operator (including water wells)  
Forced Feed Loader  
Hydraulic Casing Oscillator Operator – drilling depth  
of 45' maximum  
Hydro Seeder Machine Operator (straw, pulp or seed)  
Jackson Track Maintainer, or similar type  
Kalamazoo Switch Tamper, or similar type  
Machine Tool Operator  
Maginnis Internal Full Slab Vibrator  
Mechanical Berm, Curb or Gutter (concrete or  
asphalt)  
Mechanical Finisher Operator (concrete, Clary-  
Johnson-Bidwell or similar)  
Micro Tunnel System Operator (below ground)  
Pavement Breaker Operator  
Railcar Mover  
Road Oil Mixing Machine Operator  
Roller Operator (asphalt or finish)  
Rubber-Tired Earthmoving Equipment (single  
engine, up to and including 25 yds. strike)  
Self-Propelled Tar Pipelining Machine Operator  
Skiploader Operator (crawler and wheel type over  
¾ yds. and up to and including 1½ yds.)  
Slip Form Pump Operator (power driven hydraulic  
lifting device for concrete forms)  
Tractor Operator – Bulldozer, Tamper-Scraper  
(single engine, up to 100 H.P. fly wheel and similar  
types, up to and including D-5 and similar types)  
Tugger Hoist Operator (1 drum)  
Ultra High Pressure Waterjet Cutting Tool System  
Operator  
Vacuum Blasting Machine Operator  
Volumetric Mixer Operator  
Welder - General

**Group 7 (for multi-shift rate, see Pages 5 and 6)**  
Welder - General (Multi-Shift)

**Group 8**

Asphalt or Concrete Spreading Operator (tamping or  
finishing)  
Asphalt Paving Machine Operator (barber greene or  
similar type, one (1) Screedman)  
Asphalt-Rubber Distributor Operator

Backhoe Operator (up to and including ¾ yds.)  
small ford, case or similar  
Backhoe Operator (over ¾ yd. and up to 5 cu. yds.  
M.R.C.)  
Barrier Rail Mover (BTM Series 200 or similar types)  
Cast in Place Pipe Laying Machine Operator  
Cold Foamed Asphalt Recycler  
Combination Mixer and Compressor Operator  
(gunite work)  
Compactor Operator – Self Propelled  
Concrete Mixer Operator – Paving  
Crushing Plant Operator  
Drill Doctor  
Drilling Machine Operator, Bucket or Auger types  
(Calweld 150 bucket or similar types – Watson  
1500, 2000, 2500 auger or similar types –  
Texoma 700, 800 auger or similar types – drilling  
depth of 60' maximum)  
Elevating Grader Operator  
Excavator Track/Rubber-Tired with all attachments  
(Operating weight 21,000 lbs – 100,000 lbs)  
Global Positioning System/GPS (or Technician)  
Grade Checker  
Gravel Operator  
Grouting Machine Operator  
Heavy Duty Repairman/Pump Installer  
Heavy Equipment Robotics Operator  
Hydraulic Casing Oscillator Operator – drilling depth  
of 60' maximum  
Hydraulic Operated Grout Plant (excludes hand  
loading)  
Kalamazoo Ballast Regulator or similar type  
Klemm Drill Operator or similar types  
Kolman Belt Loader and similar type  
Le Tourneau Blob Compactor or similar type  
Lo Drill  
Loader Operator (Athey, Euclid, Sierra and similar  
types)  
Master Environmental Maintenance Mechanic  
Mobark Chipper or similar types  
Ozzie Padder or similar types  
P.C. 490 Slot Saw  
Pneumatic Concrete Placing Machine Operator  
(Hackley-Presswell or similar type)  
Prentice 721E Hydro-Ax  
Pumpcrete Gun Operator  
Rock Drill or Similar Types (see Miscellaneous  
Provision #4 for additional information regarding  
this classification)  
Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine – up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type – John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator Shuttle Buggy

Skiploader Operator (crawler and wheel type over 1 ½ yds. up to and including 6 ½ yds.)

Soil Remediation Plant Operator (CMI, Envirotech or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

Speed Swing Operator

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

Tractor Operator (any type larger than D-5 – 100 flyweel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Splicing Machine Operator)

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)

Ultra High Pressure Water Jet Cutting Tool System Mechanic

Water Pull (compaction)

**Group 9 (for multi-shift rate, see Pages 5 and 6)**  
Heavy Duty Repairman (Multi-Shift)

**Group 10**

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types  
Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 2 ½ yds.)

Welder – Certified

Woods Mill Operator (and similar pugmill equipment)

**Group 11 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder – Certified (Multi-Shift)

**Group 12**

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator – less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator  
(paddle-wheel-auger type self-loading – (two (2)  
or more units)

**Group 13**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, up to and including 25 yds. struck)

**Group 14**

Canal Liner Operator  
Canal Trimmer Operator  
Drilling Machine Operator, Bucket or Auger types  
(Calweld, auger 200 CA or similar types –  
watson, auger 6000 or similar types – hughes  
super duty, auger 200 or similar types – drilling  
depth of 300' maximum)  
Remote Controlled Earth Moving Operator (\$1.00  
per hour additional to base rate)  
Wheel Excavator Operator (over 750 cu. yds. per  
hour)

**Group 15**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, caterpillar, euclid, atthey wagon,  
and similar types with any and all attachments  
over 25 and up to and including 50 cu. yds.  
struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine - up to and including 25 yds.  
struck)

**Group 16**

Excavator Track/Rubber Tired - with all attachments  
(Operating Weight exceeding 200,000 lbs.)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(single engine, over 50 yds. struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine, euclid, caterpillar, and similar,  
over 25 yds. and up to 50 yds. struck)

**Group 17**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Push-Pull System  
(multiple engine, euclid, caterpillar, and similar  
type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type  
tractors in tandem – Quad 9 and similar type)

**Group 18**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, up to and  
including 25 yds. struck)

**Group 19**

Rotex Concrete Belt Operator  
Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, caterpillar,  
euclid, atthey wagon, and similar types with any  
and all attachments over 25 yds. and up to and  
including 50 cu. yds. struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engines, up to and  
including 25 yds. struck)

**Group 20**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - single engine, over 50 yds.  
struck)  
Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engine, euclid,  
caterpillar and similar, over 25 yds. and up to 50  
yds. struck)

**Group 21**

Rubber-Tired Earth Moving Equipment Operator,  
Operating in Tandem (scrapers, belly dumps, and  
similar types in any combination, excluding  
compaction units - multiple engine, euclid,  
caterpillar and similar type, over 50 cu. yds.  
struck)

**Group 22**

Rubber-Tired Earth Moving Equipment Operator,  
Operating Equipment with the Tandem Push-Pull  
System (single engine, up to and including 25  
yds. struck)

**Group 23**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**Group 24**

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**Group 25**

Concrete Pump Operator-Truck Mounted

Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 yds struck)

**MISCELLANEOUS PROVISIONS:**

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

a For classifications within each group, see Pages 7 through 11.

b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

d Includes an amount for Annuity.

e Includes an amount withheld for supplemental dues.

f The Third Shift shall work 6.5 hours, exclusive of meal period, for which 8 hours straight-time shall be paid at the non-shift rate, Monday through Friday.

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

**Craft: Laborer and Related Classifications #**

**Determination:**

SC-23-102-2-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>cd</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$37.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.03	\$80.745	\$80.745	\$99.46
Group 2	\$37.98	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.58	\$81.570	\$81.570	\$100.56
Group 3	\$38.53	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$63.13	\$82.395	\$82.395	\$101.66
Group 4	\$40.08	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$64.68	\$84.720	\$84.720	\$104.76
Group 5	\$40.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$65.03	\$85.245	\$85.245	\$105.46

**Group 1**

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

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

**Group 3**

Asphalt Installation - all fabrics  
 Guggymobile Man  
 Compactor (all types including Tampers, Barko, Wacker)  
 Concrete Cutting Torch  
 Concrete Tile Cutter  
 Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
 Tri Pak-it Machine  
 Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
 Impact Wrench, Multi-Plate  
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials  
 Laborer, Fence Erector  
 Material Hoseman (Walls, Slabs, Floors and Decks)  
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-

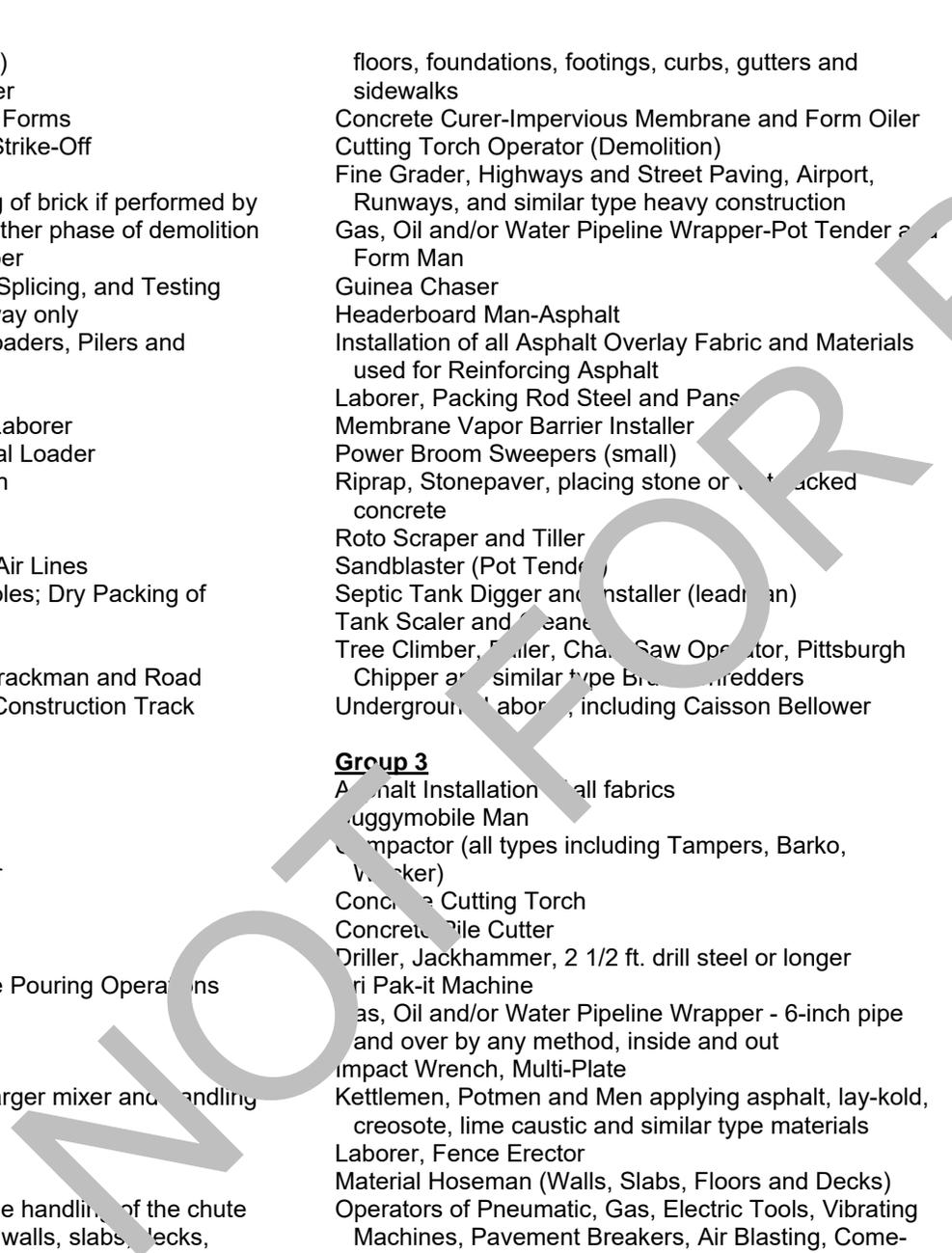
Along s, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work  
 Pipelayer - backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services  
 Pot Hole Digger  
 Rock Slinger  
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
 Steel Headerboard Man and Guideline Setter  
 Trenching Machine, Hand Propelled

**Group 4**

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

**Group 5**

Blasters Powderman  
 Driller  
 Toxic Waste Removal  
 Welding, certified or otherwise in connection with Laborers' work



**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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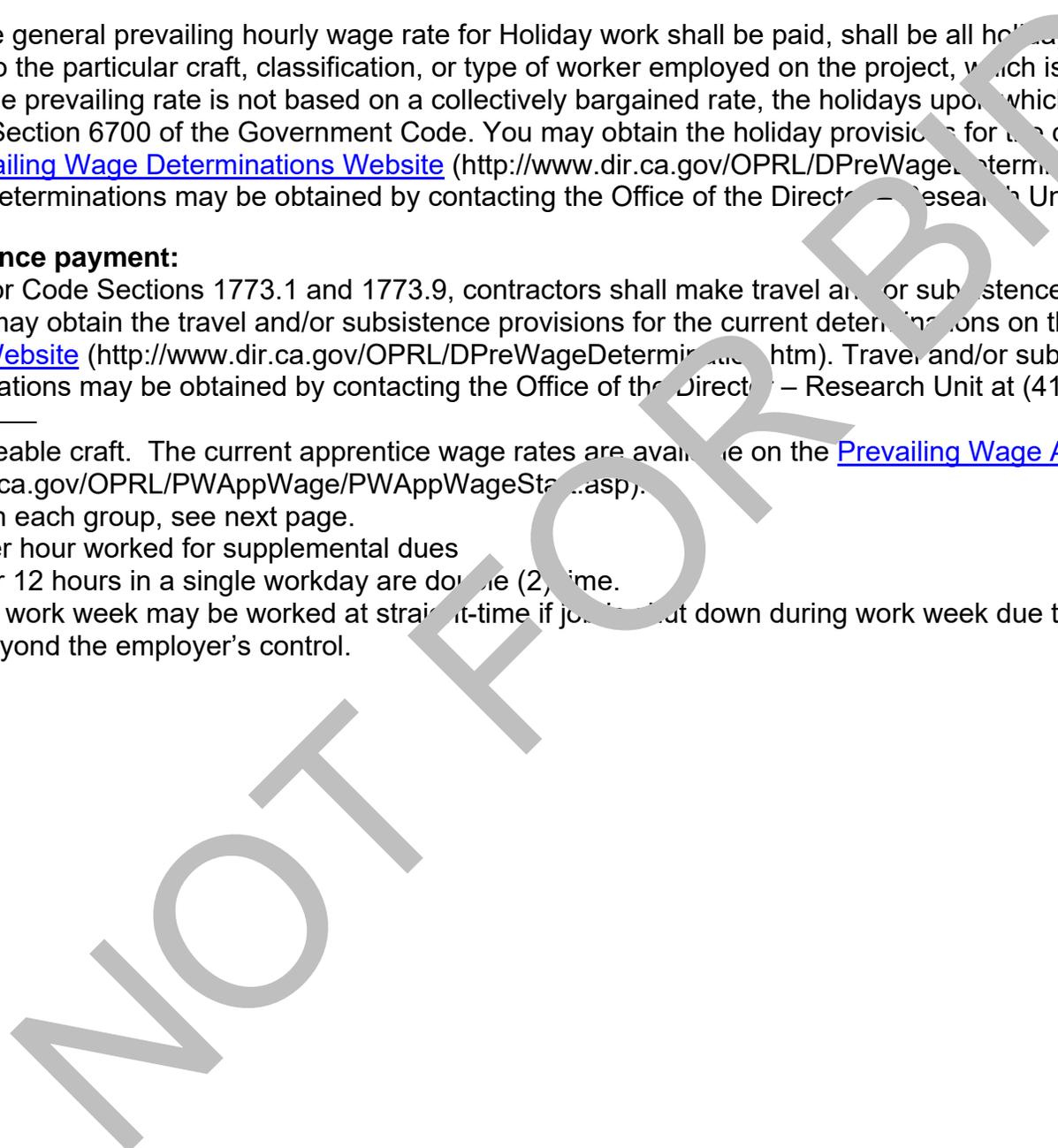
# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.asp>).

<sup>a</sup> For classification within each group, see next page.

<sup>b</sup> Includes an amount per hour worked for supplemental dues

<sup>c</sup> Any hours worked over 12 hours in a single workday are double (2x) time.

<sup>d</sup> Saturdays in the same work week may be worked at straight-time if jobs are shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.



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

**Craft: Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations Laborer)#**

**Determination:**

SC-23-102-6-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Hours <sup>c</sup>	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	6 <sup>th</sup> & 7 <sup>th</sup> Day Overtime Hourly Rate <sup>d</sup> (1½ x)	Holiday Overtime Hourly Rate (2 X)
Group 1	\$40.10	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$62.40	\$82.45	\$82.45	\$102.50
Group 2	\$41.40	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$63.70	\$84.40	\$84.40	\$105.10
Group 3	\$43.41	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$65.71	\$87.415	\$87.415	\$109.12
Group 4	\$45.15	\$8.10	\$7.27	\$5.11	\$1.32	\$0.50	8.0	\$67.45	\$90.025	\$90.025	\$112.60

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

**CLASSIFICATION GROUPS:**

**Group 1**

Protective coating, Pavement sealing (repairs and filling of cracks by any method to parking lots, game courts and playgrounds, and tracks, whether indoor or outdoor)  
Truck Mounted Attenuator  
Automatous Truck Mounted Attenuator  
Installation of carstops  
Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience  
Asphalt Repair  
Equipment Repair Technician  
Truncated Dome Assitant  
Decorative Asphalt Surfacing Applicator Assistant

**Group 2**

Traffic Surface Abrasive Blaster  
Pot Tender  
Traffic Control Person/Certified Traffic Control Person  
Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal  
Slurry Seal Squeegee man (finisher)  
Bob Cat/Steer  
Seal Roller  
Forklift

**Group 3**

Traffic Delineating Device Applicator  
Traffic Protective System Installer  
Pavement Marking Applicator

Slurry Seal Applicator Operator (Line Driver- including self-contained distribution units, aggregate spreader truck)  
Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment; handling of related materials  
Truncated Dome Technician  
Decorative Asphalt Surfacing Applicator

**Group 4**

Traffic Striping Applicator  
Slurry Seal Mixer Operator  
Power Broom Sweeper (operation of all related trucks, machinery and equipment; Handling of related materials)

# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

a For classifications within each group, see Page 2.

b Includes an amount per hour worked for Supplemental Dues.

c Straight-time hours: 8 consecutive hours per day. 40 hours over 5 consecutive days, Monday through Sunday shall constitute a week's work at straight time.

d The sixth consecutive day in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather.

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

**CRAFT: TUNNEL WORKER (LABORER)**

**Determination:**

SC-23-102-12-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>c</sup> (1½ X)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group I	\$43.68	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8	\$68.280	\$90.120	\$90.120	\$111.960
Group II	\$44.00	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8	\$68.600	\$90.600	\$90.600	\$112.600
Group III	\$44.46	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8	\$69.060	\$91.290	\$91.290	\$113.520
Group IV <sup>d</sup>	\$45.15	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8	\$69.750	\$92.325	\$92.325	\$114.900

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

**Classifications:**

**Group I**

Batch Plant Laborer  
Bottom Lander  
Changehouseman  
Dumpman  
Outside Dumpman  
Loading and Unloading Agitator Cars  
Nipper  
Pot Tender using mastic or other materials  
Rollover Dumpman  
Shotcrete Man (helper)  
Subsurface Laborer (non-miner)  
Swamper/Brakemen (Brakeman and Switchman on tunnel work)  
Tool Man  
Top Lander  
Tunnel Materials Handling Man

**Group II**

Bull Gang Mucker  
Trackman  
Chemical Grout Jetman  
Chucktender  
Cabletender  
Concrete crew-include Rodders and Spreaders  
Grout Mixerman  
Grout Pumpman  
Operating of Troweling and/or Grouting Machines  
Vibrator man  
Jack Hammer Pneumatic Tools (except driller)

**Group III**

Blaster  
Driller  
Powderman  
Cherry Pickerman

**Group IV**

Shot Gunman  
Jacking Miner  
Jumbo Man  
Temper and other Pneumatic Concrete Placer Operator  
Miner - Tunnel (hand or machine)  
Micro-Tunneling, Micro-Tunneling Systems  
Nozzleman  
Powderman-Primer House  
Primer Man  
Sandblaster  
Segment Erector  
Steel Form Raiser and Setter  
Timberman, Retimberman, wood or steel  
Tunnel Concrete Finisher

**Group IV**

Shaft and Raise Work<sup>d</sup>  
Diamond Driller

<sup>a</sup> For classifications within each group, see Part 2.

<sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>c</sup> All work performed over normal hours in a single work day shall be paid for at double time (2x).

<sup>d</sup> The classification “Shaft and Raise Work” shall be applicable to all work from the entrance to the shaft or raise and including surge chambers. This classification shall apply to all work involving surge chambers up to ground level.

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

**Craft: Cement Mason\***

**Determination:**

SC-23-203-2-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup> <sub>c</sub>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason, Curb and Gutter Machine Operator; Clary and Similar Type of Screed Operator (Cement only); Grinding Machine Operator (all types); Jackson Vibratory, Textured Screed and Similar Type Screed Operator; Scoring Machine Operator	\$40.05	\$8.38	\$10.26	\$7.28	\$0.64	\$0.24	8.0	\$66.85	\$86.875	\$86.875	\$106.90
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$40.17	\$8.38	\$10.26	\$7.28	\$0.64	\$0.24	8.0	\$66.97	\$87.055	\$87.055	\$107.14

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 1/2 X) <sup>b</sup>	Saturday Overtime Hourly Rate (1 1/2 X) <sup>b</sup> <sub>c</sub>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Floating and Troweling Machine Operator	\$40.30	\$8.38	\$10.26	\$7.28	\$0.64	\$0.20	8.0	\$67.10	\$87.25	\$87.25	\$107.40

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.

<sup>c</sup> Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.

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

**CRAFT: #TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 705-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

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

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Average Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$34.09	8	\$275.63	\$82.675	\$82.675	\$99.72
Group II	\$34.24	8	\$275.78	\$82.90	\$82.90	\$100.02
Group III	\$34.37	8	\$275.91	\$83.095	\$83.095	\$100.28
Group IV	\$34.56	8	\$276.10	\$83.38	\$83.38	\$100.66
Group V	\$34.72	8	\$276.13	\$83.425	\$83.425	\$100.72
Group VI	\$34.62	8	\$276.16	\$83.47	\$83.47	\$100.78
Group VII	\$34.87	8	\$276.41	\$83.845	\$83.845	\$101.28
Group VIII	\$35.12	8	\$276.66	\$84.22	\$84.22	\$101.78
Group IX	\$35.33	8	\$276.86	\$84.52	\$84.52	\$102.18
Group X	\$35.61	8	\$277.16	\$84.97	\$84.97	\$102.78
Group XI	\$36.12	8	\$277.66	\$85.72	\$85.72	\$103.78

**Employer Payments:**

Type of Payment	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday <sup>c</sup>	\$3.15
Training	\$1.82
Other	\$0.45

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

Classification <sup>d</sup> (Subjourneyman)	Basic Hourly Rate	Total Hourly Rate	Hours	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$20.30	\$50.69	8	\$60.84	\$60.84	\$70.99
2001-4000 hours	\$22.30	\$52.94	8	\$64.09	\$64.09	\$75.24
4001-6000 hours	\$24.30	\$55.19	8	\$67.34	\$67.34	\$79.49

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday <sup>c</sup>	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

**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 holiday 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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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

**CRAFT: #TEAMSTER (SPECIAL SHIFT)  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-7774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and total hourly rates (including employer payments).**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$34.59	8	\$66.13	\$83.425	\$83.425	\$100.72
Group II	\$34.77	8	\$66.28	\$83.65	\$83.65	\$101.02
Group III	\$34.97	8	\$66.41	\$83.845	\$83.845	\$101.28
Group IV	\$35.06	8	\$66.60	\$84.13	\$84.13	\$101.66
Group V	\$35.09	8	\$66.63	\$84.175	\$84.175	\$101.72
Group VI	\$35.22	8	\$66.66	\$84.22	\$84.22	\$101.78
Group VII	\$35.33	8	\$66.91	\$84.595	\$84.595	\$102.28
Group VIII	\$35.67	8	\$67.16	\$84.97	\$84.97	\$102.78
Group IX	\$35.72	8	\$67.36	\$85.27	\$85.27	\$103.18
Group X	\$36.12	8	\$67.66	\$85.72	\$85.72	\$103.78
Group XI	\$36.62	8	\$68.16	\$86.47	\$86.47	\$104.78

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday <sup>c</sup>	\$3.15
Training	\$1.82
Other	\$0.45

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

Classification <sup>d</sup> (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$20.30	\$50.69	8	\$60.84	\$60.84	\$70.99
2001-4000 hours	\$22.30	\$52.94	8	\$64.09	\$64.09	\$75.24
4001-6000 hours	\$24.30	\$55.19	8	\$67.34	\$67.34	\$79.49

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday <sup>c</sup>	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate is paid. 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 holiday 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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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

**CRAFT: #TEAMSTER (SECOND SHIFT)  
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-1774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and total hourly rates (including employer payments).**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Hours <sup>e</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$35.09	8	\$66.63	\$84.175	\$84.175	\$101.72
Group II	\$35.27	8	\$66.78	\$84.40	\$84.40	\$102.02
Group III	\$35.57	8	\$66.91	\$84.595	\$84.595	\$102.28
Group IV	\$35.56	8	\$67.10	\$84.88	\$84.88	\$102.66
Group V	\$35.59	8	\$67.13	\$84.925	\$84.925	\$102.72
Group VI	\$35.72	8	\$67.16	\$84.97	\$84.97	\$102.78
Group VII	\$35.81	8	\$67.41	\$85.345	\$85.345	\$103.28
Group VIII	\$36.11	8	\$67.66	\$85.72	\$85.72	\$103.78
Group IX	\$36.72	8	\$67.86	\$86.02	\$86.02	\$104.18
Group X	\$36.62	8	\$68.16	\$86.47	\$86.47	\$104.78
Group XI	\$37.12	8	\$68.66	\$87.22	\$87.22	\$105.78

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday <sup>c</sup>	\$3.15
Training	\$1.82
Other	\$0.45

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

Classification <sup>d</sup> (Subjourneyman)	Basic Hourly Rate	Hours <sup>e</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>b</sup> (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$20.30	\$50.69	8	\$60.84	\$60.84	\$70.99
2001-4000 hours	\$22.30	\$52.94	8	\$64.09	\$64.09	\$75.24
4001-6000 hours	\$24.30	\$55.19	8	\$67.34	\$67.34	\$79.49

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday <sup>c</sup>	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

**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 holiday 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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

**Classifications:**

**Group I**

Warehouseman and Teamster

**Group II**

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

**Group III**

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

**Group IV**

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

**Group V**

Water Truck 3 or more axles  
Warehouseman Clerk  
Slurry Truck Driver

**Group VI**

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

Side Dump Trucks  
Flow Boy Dump Trucks

**Group VII**

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

**Group VIII**

Dump Truck of 25 yds to 40 yards water level  
Truck Repairman  
Water Pull Single Engine  
Welder

**Group IX**

Truck Repairman Welder  
Low Boy Driver, 9 axles or over

**Group X**

Working Truck Driver  
Truck Greaser and Tireman - \$0.50 additional for  
Tireman  
Pipeline and Utility Working Truck Driver, including  
Winch Truck and Plastic Fusion, limited to Pipeline  
and Utility Work  
Dump Truck and Articulating - 50 yards or more water  
level  
Water Pull Single Engine with attachment

**Group XI**

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

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

<sup>a</sup> For classifications within each group, see Page 7.

<sup>b</sup> Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

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

<sup>d</sup> Subjourneyman may be employed at a ratio of one subjourneyman for every five journeyman.

<sup>e</sup> The third shift shall work 6.5 hours, exclusive of meal period, for which 8-hours straight time shall be paid at the non-shift rate, Monday through Friday.

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

**Craft: Drywall Installer/Lather (Carpenter)#**

**Determination:**  
SC-31-X-41-2021-1

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other <sup>b</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Drywall Installer/Lather	\$44.44	\$5.00	\$5.66	\$7.16	\$0.62	\$2.77	8.0	\$68.65	\$90.87	\$90.87	\$113.09

**Determination:**  
SC-31-X-41-2021-2A

**Issue Date:**  
August 22, 2021

**Expiration date of determination:**  
June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director - Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Stocker, Scrapper	\$14.00	\$4.00	\$0.00	\$8.16	\$0.02	\$0.00	8.0	\$26.78	\$33.78	\$33.78	\$40.78

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Includes an amount per hour worked for supplemental dues.

<sup>b</sup> Includes an amount for Annuity.

<sup>c</sup> Rate applies to the first 8 hours of overtime hours and to the first 8 hours on Saturday. All other overtime will be paid the Sunday and Holiday double time rate. Saturdays of the same workweek may be worked at straight-time if job is shut down during the normal work week due to inclement weather.

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

**Craft: Elevator Constructor<sup>#</sup>**

**Determination:**

SC-62-X-999-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

December 31, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. Portions of Kern, San Bernardino and San Luis Obispo counties are detailed below <sup>a</sup>.

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension <sup>b</sup>	Vacation and Holiday <sup>c</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate
Mechanic	\$59.32	\$15.875	\$19.31	\$5.39	\$0.64	\$0.54	8.0	\$101.075	\$130.735	\$130.735	\$160.395
Mechanic (employed in industry more than 5 years)	\$59.32	\$15.875	\$19.31	\$6.58	\$0.64	\$0.54	8.0	\$102.265	\$131.925	\$131.925	\$161.585
Helper <sup>e</sup>	\$41.52	\$15.875	\$19.31	\$3.77	\$0.64	\$0.54	8.0	\$81.655	\$102.415	\$102.415	\$123.175
Helper (employed in industry more than 5 years) <sup>e</sup>	\$41.52	\$15.875	\$19.31	\$4.60	\$0.64	\$0.54	8.0	\$82.485	\$103.245	\$103.245	\$124.005

**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) (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 determination on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

<sup>a</sup> Applies to that portion of these counties south of the Tehachapi Line. For more information, contact the Office of the Director – Research Unit.

<sup>b</sup> Includes an amount for Annuity Trust Fund.

<sup>c</sup> Includes an amount for 8 paid holidays.

<sup>d</sup> For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

<sup>e</sup> Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic. Two (2) Helpers, Apprentices or Assistant Mechanics to each three (3) Mechanics may be employed in Contract Service work only. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

NOT FOR BIDDING

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: Dredger (Operating Engineer)\***

**Determination:**

SC-63-12-23-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday Overtime Hourly Rate (2 X)	Holiday Overtime Hourly Rate (3X)
Chief Engineer, Deck Captain	\$54.35	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$87.95	\$115.125	\$115.125	\$142.30	\$196.65
Leverman	\$57.35	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$90.95	\$119.625	\$119.625	\$148.30	\$205.65
Watch Engineer, Deckmate	\$51.27	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$84.87	\$110.505	\$110.505	\$136.14	\$187.41
Winchman (Stern Winch on Dredge)	\$50.72	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$84.32	\$109.68	\$109.68	\$135.04	\$185.76
Fireman-Oiler, Leveehand, Deckhand (can operate anchor scow under direction of mate), Bargeman	\$51.27	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$83.78	\$108.87	\$108.87	\$133.96	\$184.14
Dozer Operator	\$51.38	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$84.98	\$110.67	\$110.67	\$136.36	\$187.74
Hydrographic Surveyor	\$52.81	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$86.41	\$112.815	\$112.815	\$139.22	\$192.03

Classification	Basic Hourly Rate	Health and Welfare	Pension <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 1/2 X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 1/2 X) <sup>c</sup>	Sunday Overtime Hourly Rate (2 X)	Holiday Overtime Hourly Rate (3X)
Barge Mate	\$50.79	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$84.39	\$126.585	\$126.585	\$135.18	\$185.97
Welder	\$52.77	\$11.85	\$13.65	\$6.90	\$1.05	\$0.15	8.0	\$86.37	\$129.555	\$129.555	\$139.14	\$191.91

**Recognized holidays:**

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

**Travel and/or subsistence payment:**

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

**MISCELLANEOUS PROVISION:**

Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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

<sup>a</sup> Includes an amount for annuity.

<sup>b</sup> Includes an amount for supplemental dues.

<sup>c</sup> Rate applies to the first 4 daily overtime hours and first 12 hours on Saturdays. All other time is paid at the Sunday overtime rate.

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

**Craft: Landscape Operating Engineer#**

**Determination:**

SC-63-12-33-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

October 31, 2021\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension and Holiday <sup>b</sup>	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>c</sup> (1½ X)	Sunday Overtime Hourly Rate <sup>d</sup> (2X)	Holiday Overtime Hourly Rate <sup>d</sup> (3X)
Landscape Operating Engineer:  Backhoe Operators; Forklifts-Tree Planting Equipment (jobsite); HDR Welder-Landscape, Irrigation, Operating Engineer's Equipment; Roller Operators, Rubber-tired & Track Earthmoving Equipment; Skiploader Operators; Trencher-31 horsepower and up	\$41.36	\$11.85	\$12.15	\$3.55	\$1.05	\$0.15	8.0	\$70.11	\$90.79	\$111.47	\$152.83

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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.

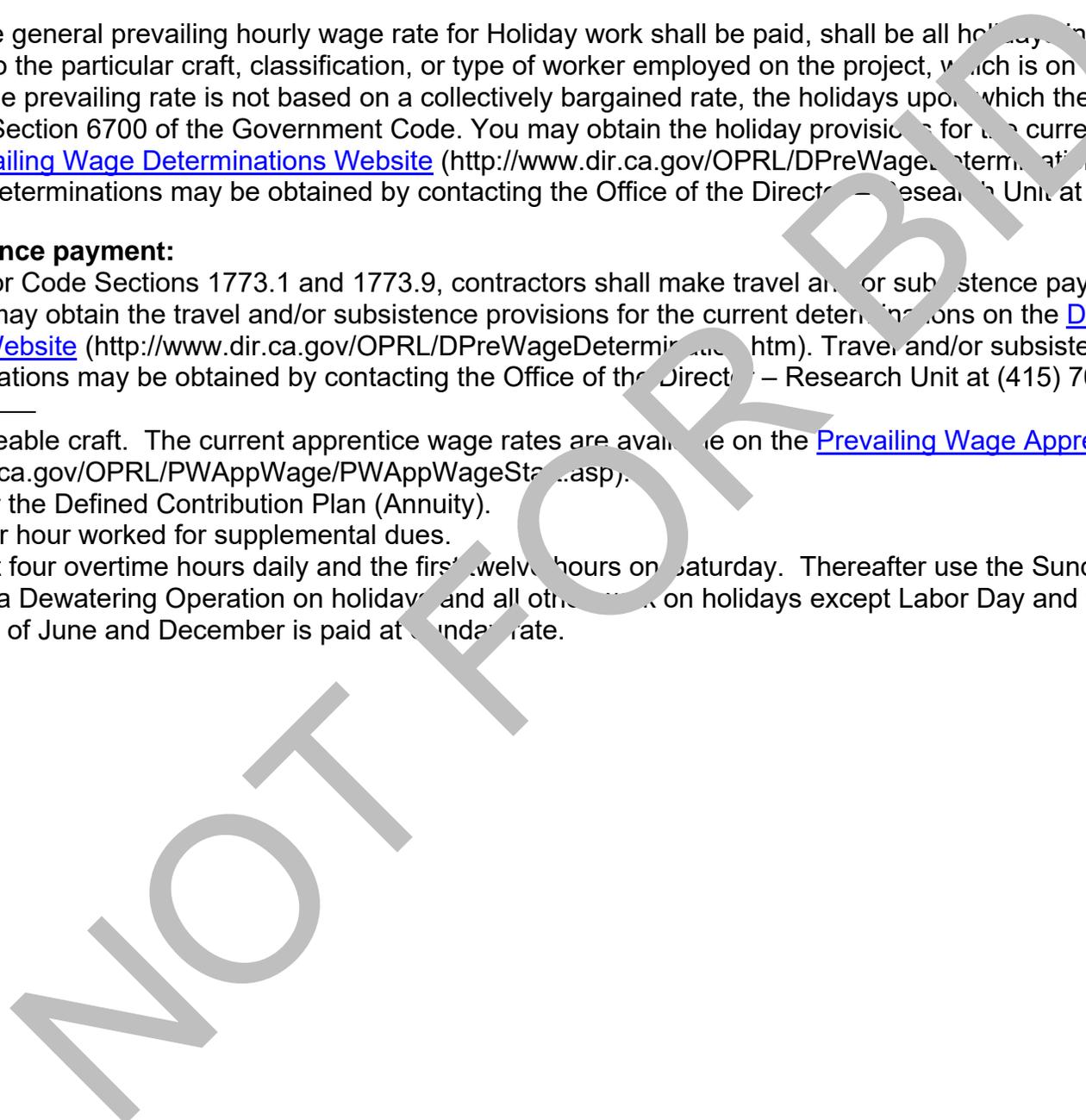
# Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageState.asp>).

<sup>a</sup> Includes an amount for the Defined Contribution Plan (Annuity).

<sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>c</sup> Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

<sup>d</sup> All work performed on a Dewatering Operation on holidays and all other work on holidays except Labor Day and the 1st Saturday following the 1st Friday in the months of June and December is paid at Sunday rate.



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: Landfill Worker (Operating Engineer)**

**Determination:**

SC-63-12-41-2021-1

**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, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension	Vacation and Holiday	Training	Other <sup>b</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Mechanic	\$22.15	\$4.11	\$1.05	\$1.78	\$0.06	\$3.80	8.0	\$33.05	\$44.125	\$44.125	\$55.20
Lead Equipment Operator	\$20.15	\$4.11	\$0.95	\$1.61	\$0.06	\$3.44	8.0	\$30.33	\$40.405	\$40.405	\$50.48
Lead Truck Driver/ Equipment Operator	\$19.15	\$4.07	\$0.90	\$1.52	\$0.06	\$3.26	8.0	\$28.96	\$38.535	\$38.535	\$48.11
Truck Driver – End Dump/ Walking Floor/Low Bed	\$18.15	\$4.02	\$0.85	\$1.44	\$0.06	\$3.08	8.0	\$27.60	\$36.675	\$36.675	\$45.75
Truck Driver – Roll Off/Transfer Station Loader Operator/ Maintenance/ Fueler/ Mechanic Helper	\$17.15	\$3.98	\$0.80	\$1.35	\$0.06	\$2.90	8.0	\$26.24	\$34.815	\$34.815	\$43.39
Scale House	\$16.15	\$3.93	\$0.75	\$1.27	\$0.06	\$2.72	8.0	\$24.88	\$32.955	\$32.955	\$41.03
Load Checker/ Water Truck Driver/ Parts Runner	\$14.00	\$3.70	\$0.50	\$0.85	\$0.06	\$1.81	8.0	\$20.92	\$27.92	\$27.92	\$34.92
Laborer	\$14.00	\$3.61	\$0.40	\$0.68	\$0.06	\$1.45	8.0	\$20.20	\$27.20	\$27.20	\$34.20

**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/DPreWageDeterminations.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDeterminations.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

<sup>a</sup> Includes an amount for Sick Leave.

<sup>b</sup> Amount for employee stock ownership.

<sup>c</sup> Rate applies to the sixth consecutive day of work.

NOT FOR BIDDING

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: Gunite Worker (Laborer)**

**Determination:**

SC-102-345-1-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Other Payments	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Daily Overtime Hourly Rate (2 X)	Saturday Overtime Hourly Rate (1 ½ X) <sub>d e</sub>	Saturday Overtime Hourly Rate (2 X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Ground Wire Man, Nozzleman, Rodman	\$46.50	\$8.10	\$8.10	\$6.20	\$0.09	8.0	\$68.99	\$92.24	\$115.49	\$92.24	\$115.49	\$115.49
Gunman	\$45.55	\$8.10	\$8.10	\$6.20	\$0.09	8.0	\$68.04	\$90.815	\$113.59	\$90.815	\$113.59	\$113.59
Reboundman	\$42.01	\$8.10	\$8.10	\$6.20	\$0.09	8.0	\$64.50	\$85.505	\$106.51	\$85.505	\$106.51	\$106.51
Entry-Level Gunite Worker Step 1 <sup>f</sup> (0-1000 hours)	\$29.75	\$5.03	\$7.21	\$6.20	\$0.06	8.0	\$48.25	\$63.125	\$78.00	\$63.125	\$78.00	\$78.00
Entry-Level Gunite Worker Step 2 <sup>f</sup> (1001- 2000 hours)	\$31.75	\$5.03	\$7.21	\$6.20	\$0.06	8.0	\$50.25	\$66.125	\$82.00	\$66.125	\$82.00	\$82.00

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

<sup>a</sup> Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

<sup>b</sup> Includes an amount per hour worked for Supplemental Dues.

<sup>c</sup> Rate applies to the first 3 overtime hours.

<sup>d</sup> Rate applies to the first 11 overtime hours.

<sup>e</sup> In the event it is not reasonably possible to complete forty (40) hours of work on an eight (8) hour day shift, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

<sup>f</sup> Ratio is one Entry-Level Gunitite Worker for the 1st 4 Journeymen on the job (although the Entry-Level Gunitite Worker may be the 2nd worker on the job) and 1 Entry-Level Gunitite Worker for every 4 Journeymen thereafter (the Entry-Level Gunitite Worker may not be on the job until after all 4 Journeymen are on the job).

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: Housemover (Laborer)**

**Determination:**

SC-102-507-1-2021-1

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other <sup>b</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>c</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>c</sup> <sup>d</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Housemover	\$37.48	\$10.00	\$10.32	\$4.87	\$0.70	\$0.51	8.0	\$61.98	\$80.72	\$80.72	\$99.46

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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<sup>a</sup> Includes Supplemental Dues contribution.

<sup>b</sup> Include an amount for Contract Administration Fund (\$0.07), Contract Compliance Trust Fund (\$0.30), Industry Fund (\$0.08), and Laborers Trusts' Administrative Trust Fund (\$0.06).

<sup>c</sup> Any hours over 12 hours in a single workday are double time.

<sup>d</sup> If the employee is unable to complete the forty (40) hours during the normal workweek, Monday through Friday, due to inclement weather or a situation beyond the employers control, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate in the same workweek.

NOT FOR BID

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

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

**Determination:**

SC-102-882-1-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other <sup>b</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate <sup>c</sup> (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Asbestos and Lead Abatement Worker	\$37.49	\$5.11	\$10.07	\$4.97	\$0.75	\$0.51	8.0	\$61.89	\$80.635	\$80.635	\$99.38

**Note:**

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

**Recognized holidays:**

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

[Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

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

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<sup>a</sup> Includes an amount for supplemental dues.

<sup>b</sup> Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

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

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

**Craft: Horizontal Directional Drilling (Laborer)#**

**Determination:**

SC-102-1184-1-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>b</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1 (Drilling Crew Laborer)	\$38.89	\$8.10	\$6.67	\$3.40	\$0.40	\$0.99	8.0	\$58.45	\$77.895	\$77.895	\$97.340
Group 2 (Vehicle Operator/ Hauler)	\$39.06	\$8.10	\$6.67	\$3.40	\$0.40	\$0.99	8.0	\$58.62	\$78.150	\$78.150	\$97.68
Group 3 (Horizontal Directional Drill Operator)	\$40.91	\$8.10	\$6.67	\$3.40	\$0.40	\$0.99	8.0	\$60.47	\$80.925	\$80.925	\$101.38
Group 4 (Electronic Tracking Locator, Subsurface Imaging Laborer)	\$40.91	\$8.10	\$6.67	\$3.40	\$0.40	\$0.99	8.0	\$62.47	\$83.925	\$83.925	\$105.38

**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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

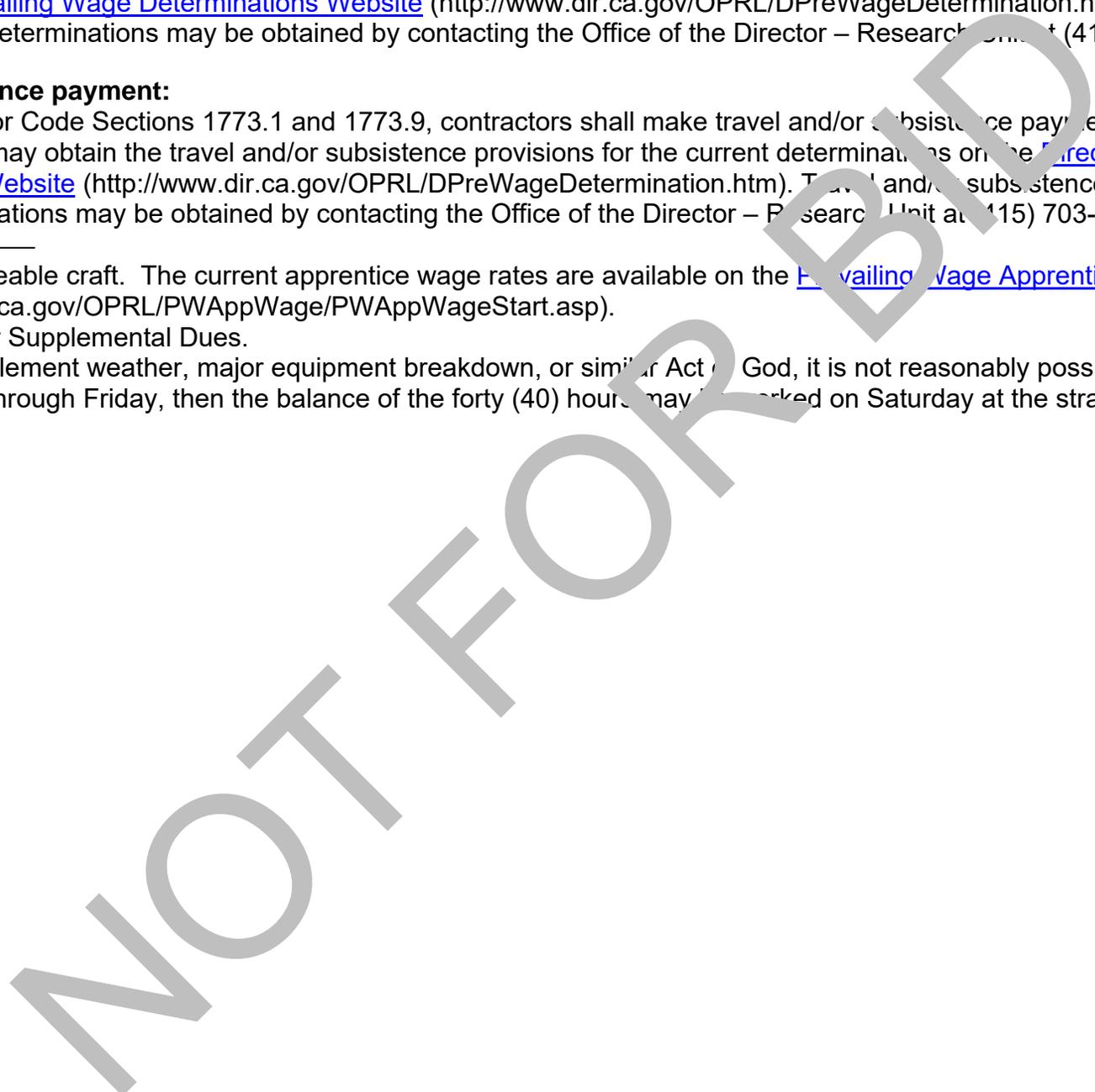
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)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

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# 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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

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

<sup>b</sup> In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.



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

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

**Determination:**

SC-102-X-14-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1 ½ X)	Saturday Overtime Hourly Rate <sup>b</sup> (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Laborer	\$35.62	\$8.10	\$10.32	\$4.87	\$0.70	\$0.48	8.0	\$60.09	\$77.90	\$77.90	\$95.71
Landscape Hydro Seeder	\$35.72	\$8.10	\$10.32	\$4.87	\$0.70	\$0.48	8.0	\$61.19	\$79.55	\$79.55	\$97.91

**Determination:**

SC-102-X-14-2021-2A

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

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

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

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>a</sup>	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1 ½ X)	Saturday Overtime Hourly Rate <sup>b</sup> (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Landscape/Irrigation Tender <sup>c</sup>	\$15.67	\$2.75	\$1.69	\$1.03	\$0.00	\$0.00	8.0	\$21.14	\$28.975	\$28.975	\$36.81

**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 work, 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) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**Travel and/or subsistence payment:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

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

<sup>b</sup> Rate applies to first 4 daily overtime hours and the first 12 hours on Saturday. All other time is paid at the Sunday and Holiday double-time rate.

<sup>c</sup> The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer; and the seventh and eighth employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

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

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

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

**Determination:**

SC-102-X-20-2021-2

**Issue Date:**

August 22, 2021

**Expiration date of determination:**

June 30, 2022\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

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

**Wages and Employer Payments:**

Classification <sup>a</sup> (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Senior Tree Trimmer	\$23.14	\$2.65	\$2.26	\$2.47	\$0.00	\$0.30	8.0	\$30.82	\$42.39	\$53.96
Tree Trimmer	\$21.14	\$2.65	\$2.26	\$2.27	\$0.00	\$0.30	8.0	\$28.62	\$39.19	\$49.76
Groundperson	\$19.24	\$2.65	\$2.26	\$2.12	\$0.00	\$0.30	8.0	\$26.57	\$36.19	\$45.81

**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) (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:**

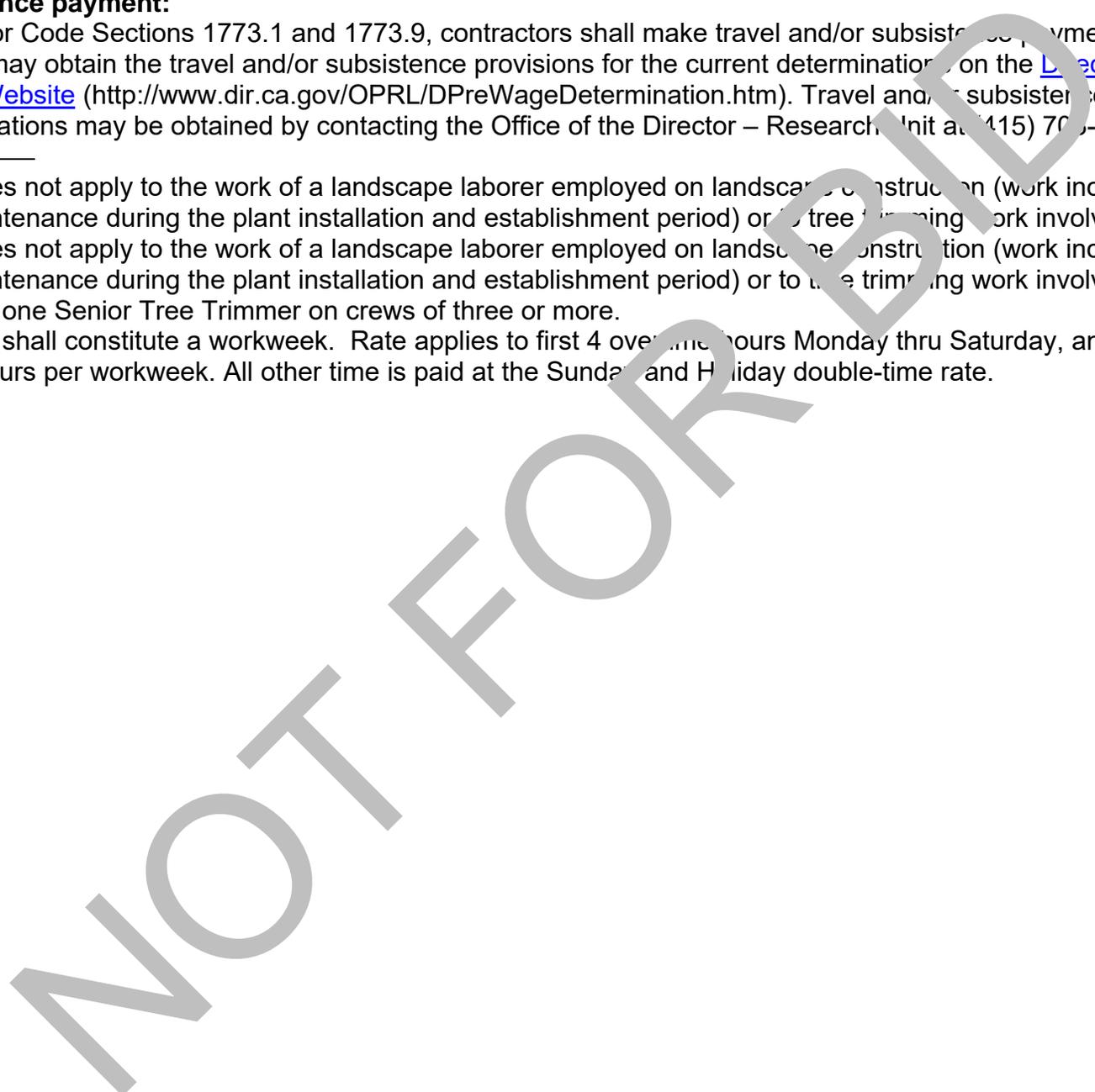
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determination on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)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

<sup>1</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

<sup>2</sup> This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

<sup>a</sup> There shall be at least one Senior Tree Trimmer on crews of three or more.

<sup>b</sup> Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.



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

**Craft: Light Fixture Maintenance**

**Determination:**

SC-830-61-1-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

April 1, 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 Riverside County. For other counties please contact the Office of the Director – Research Unit prior to Bid Advertisement at (415) 703-4774.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Saturday/Sunday Overtime Hourly Rate (1½ X)	Holiday Overtime Hourly Rate (2 X)
Lighting Maintenance Service Person	\$14.00	\$0.29	\$0.00	\$0.34	\$0.00	8.0	\$14.63	\$21.63	\$28.63

**Determination:**

SC-830-61-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

April 1, 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 Bernardino** County. For other counties please contact the Office of the Director – Research Unit prior to Bid Advertisement at (415) 703-4774.

**Wages and Employer Payments:**

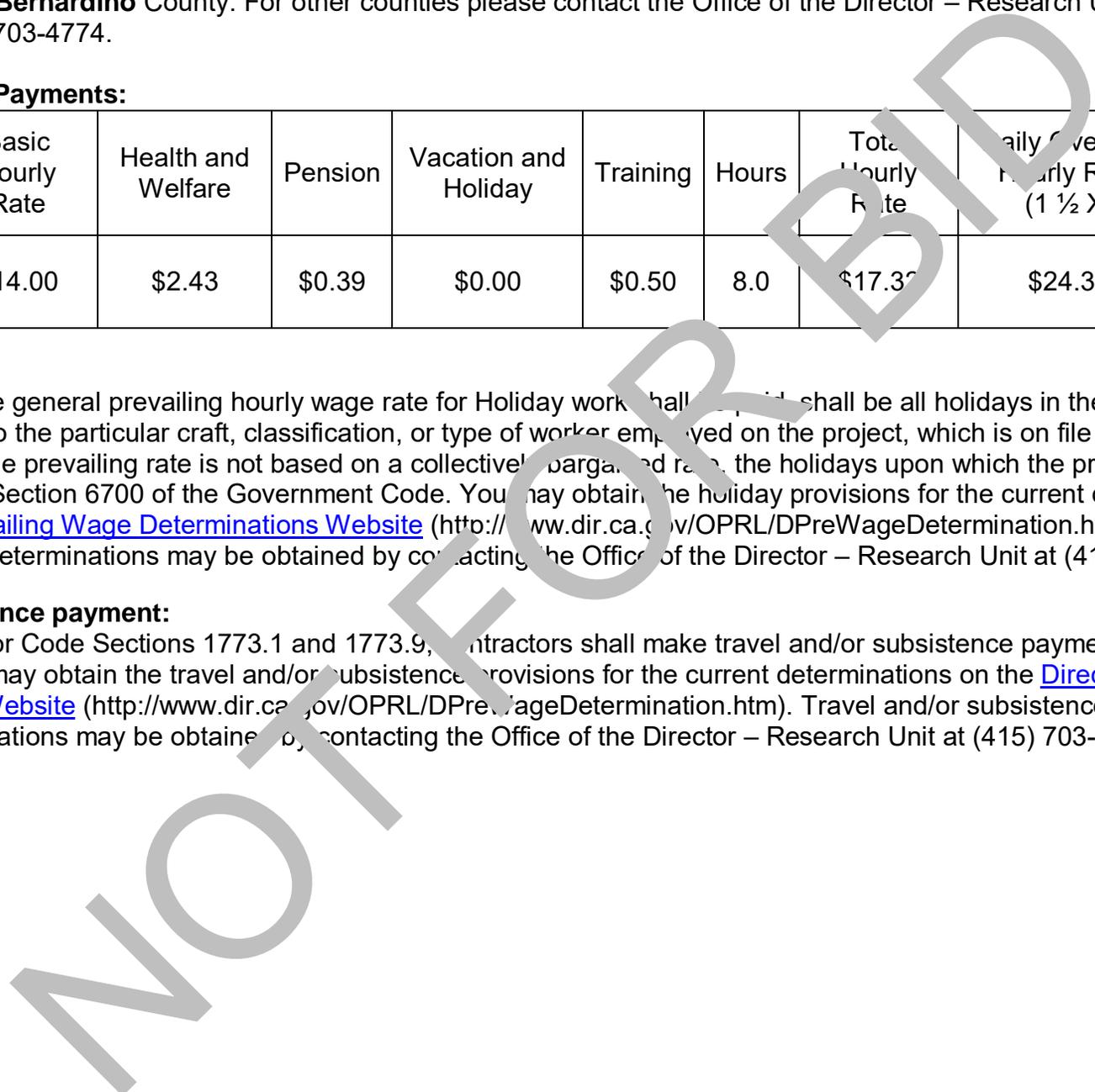
Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (1 ½ X)
Lighting Maintenance Service Person	\$14.00	\$2.43	\$0.39	\$0.00	\$0.50	8.0	\$17.32	\$24.32	\$24.32

**Recognized holidays:**

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

**Travel and/or subsistence payment:**

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



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

**Craft: Landscape Maintenance Laborer**

(Applies Only to Routine Landscape Maintenance Work, Not New Landscape Construction)<sup>a</sup>

**Determination:**  
SC-LML-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 (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Wages and Employer Payments:**

Locality	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	Overtime Hourly Rate (1 ½ X)
Imperial	\$14.00	\$0.00	\$0.00	\$0.115 <sup>b</sup>	\$0.17	\$0.00	8.0	\$14.285 <sup>c</sup>	\$21.285 <sup>c</sup>
Inyo, Mono and San Bernardino	\$14.00	\$0.00	\$0.00	\$0.30	\$0.17	\$0.00	8.0	\$14.47	\$21.47
Kern	\$14.00	\$0.00	\$0.00	\$0.16 <sup>d</sup>	\$0.17	\$0.00	8.0	\$14.33 <sup>c</sup>	\$21.33 <sup>c</sup>
	\$14.00	\$0.00	\$0.00	\$0.27 <sup>e</sup>	\$0.46	\$0.00	8.0	\$14.73 <sup>c</sup>	\$21.73 <sup>c</sup>
Los Angeles	\$14.00	\$0.89	\$0.00	\$0.115 <sup>f</sup>	\$0.14	\$0.00	8.0	\$15.145 <sup>c</sup>	\$22.145 <sup>c</sup>
Orange	\$14.00	\$0.00	\$0.00	\$0.11 <sup>g</sup>	\$0.11	\$0.00	8.0	\$14.22 <sup>c</sup>	\$21.22 <sup>c</sup>
Riverside	\$14.00	\$0.00	\$0.00	\$0.20 <sup>h</sup>	\$0.16	\$0.00	8.0	\$14.36 <sup>c</sup>	\$21.36 <sup>c</sup>
San Diego	\$14.00	\$0.00	\$0.00	\$0.22	\$0.115	\$0.00	8.0	\$14.335	\$21.335
	\$14.00	\$0.00	\$0.00	\$0.24	\$0.12	\$0.00	8.0	\$14.36	\$21.36
San Luis Obispo	\$14.00	\$0.00	\$0.00	\$0.15 <sup>i</sup>	\$0.15	\$0.00	8.0	\$14.30	\$21.30
	\$14.00	\$0.00	\$0.00	\$0.16 <sup>j</sup>	\$0.16	\$0.00	8.0	\$14.32	\$21.32
Santa Barbara	\$14.00	\$0.00	\$0.00	\$0.12 <sup>k</sup>	\$0.12	\$0.00	8.0	\$14.24 <sup>c</sup>	\$21.24 <sup>c</sup>
	\$14.00	\$0.00	\$0.00	\$0.13 <sup>l</sup>	\$0.13	\$0.00	8.0	\$14.26 <sup>c</sup>	\$21.26 <sup>c</sup>
Ventura	\$14.00	\$0.00	\$0.00	\$0.115	\$0.16	\$0.00	8.0	\$14.275	\$21.275
	\$14.00	\$2.97	\$0.00	\$0.19 <sup>m</sup>	\$0.26	\$0.00	8.0	\$17.42 <sup>c</sup>	\$24.42 <sup>c</sup>

**NOTE:**  
If there are two rates, the first rate is for routine work, the second rate is for complex work.

**Recognized holidays:**

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

**Travel and/or subsistence payment:**

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

<sup>a</sup> This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

**ROUTINE** – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.

**COMPLEX** – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

<sup>b</sup> \$0.22 after 3 years of service.

<sup>c</sup> Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

<sup>d</sup> \$0.31 after 2 years of service.

<sup>e</sup> \$0.54 after 2 years of service; \$0.81 after 3 years of service.

<sup>f</sup> \$0.24 after 3 years of service; \$0.37 after 7 years of service.

<sup>g</sup> \$0.22 after 4 years of service.

<sup>h</sup> \$0.40 after 3 years of service.

<sup>i</sup> \$0.29 after 2 years of service.

<sup>j</sup> \$0.31 after 2 years of service.

<sup>k</sup> \$0.23 after 2 years of service.

<sup>l</sup> \$0.27 after 2 years of service.

<sup>m</sup> \$0.38 after 3 years of service.

# 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

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2021-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	PF
#BRICKLAYER, STONEMASON,	MARBLE MASON, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		08/22/2021	04/30/2022**	\$43.350	A	\$9.250		\$8.480		\$0.000		\$1.030	B	\$0.450		8.0		\$62.560	\$84.240	D	\$84.240	D	\$105.910		Hc
#BRICKLAYER:	MASON FINISHER		08/22/2021	04/30/2022*	\$37.190	A	\$9.250		\$9.310		\$0.000		\$0.970	B	\$0.450		8.0	C	\$57.170	\$75.770	D	\$75.770	D	\$94.360		Hc
#BRICK TENDER		E	08/22/2021	06/30/2022**	\$35.820		\$8.100		\$8.980	F	\$4.400	G	\$0.700		\$0.450		8.0	C	\$58.450	\$76.360		\$76.360		\$94.270		Hc
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2021	06/30/2022**	\$36.270		\$8.100		\$8.980	E	\$4.400	G	\$0.700		\$0.450		8.0	C	\$58.900	\$77.030		\$77.030		\$95.170		Hc
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2021	12/31/2021**	\$38.750	H	\$5.630		\$5.550		\$2.220		\$0.630		\$0.280		8.0		\$53.060	\$72.440		\$72.440	I	\$91.810		Hc
CARPET, LINOLEUM,	MATERIAL HANDLER	J	02/22/2021	12/31/2021**	\$14.000	H	\$5.630		\$1.940		\$0.720		\$0.630		\$0.280		8.0		\$23.200	\$30.200		\$30.200	K	\$37.200		Hc
#DRYWALL FINISHER			02/22/2021	09/30/2021**	\$43.180	H	\$8.850		\$7.130		\$4.070		\$0.870		\$0.970		8.0		\$65.070	\$86.660		\$86.660	L	\$108.250		Hc
#ELECTRICIAN:	SOUND INSTALLER		02/22/2021	12/26/2021**	\$37.600		\$9.380		\$5.810	M	\$0.000		\$0.700		\$0.300	N	8.0		\$54.870	\$74.230	O	\$74.230	O	\$93.600		Hc
#ELECTRICIAN:	INSIDE WIREMAN (ZONE A)	P	08/22/2021	05/31/2022**	\$45.750	Q	\$10.860		\$13.690	M	\$0.000		\$0.780		\$0.230	R	8.0		\$73.060	\$96.740	S	\$96.740	S	\$120.420		Hc
#ELECTRICIAN:	INSIDE WIREMAN (ZONE B)	I	08/22/2021	05/31/2022**	\$60.950	Q	\$10.860		\$13.690	M	\$0.000		\$0.880		\$0.300	U	8.0		\$88.990	\$120.530	S	\$120.530	S	\$152.070		Hc
#ELECTRICIAN:	CABLE SPLICER (ZONE A)	P	08/22/2021	05/31/2022**	\$48.040	Q	\$10.860		\$13.690	M	\$0.000		\$0.780		\$0.240	R	8.0		\$75.430	\$100.290	S	\$100.290	S	\$125.150		Hc
#ELECTRICIAN:	CABLE SPLICER (ZONE B)	I	08/22/2021	05/31/2022**	\$64.000	Q	\$10.860		\$13.690	M	\$0.000		\$0.880		\$0.320	U	8.0		\$92.150	\$125.270	S	\$125.270	S	\$158.390		Hc
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE A)	P	08/22/2021	05/31/2022**	\$50.330	Q	\$10.860		\$13.690	M	\$0.000		\$0.780		\$0.250	R	8.0		\$77.800	\$103.840	S	\$103.840	S	\$129.890		Hc
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE B)	I	08/22/2021	05/31/2022**	\$67.050	Q	\$10.860		\$13.690	M	\$0.000		\$0.880		\$0.340	U	8.0		\$95.310	\$130.010	S	\$130.010	S	\$164.710		Hc
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	V	02/22/2021	09/30/2021**	\$53.560		\$11.850		\$12.150		\$4.770	G	\$1.150		\$0.150		8.0		\$83.630	\$110.410	O	\$110.410	O	\$137.190		Hc
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	V	02/22/2021	09/30/2021**	\$50.460		\$11.850		\$11.750		\$4.600	G	\$1.150		\$0.150		8.0		\$80.360	\$105.590	O	\$105.590	O	\$130.820		Hc
#FIELD SURVEYOR:	CHAINMAN/RODMAN (869.567-010)	V	02/22/2021	09/30/2021**	\$49.880		\$11.850		\$12.150		\$4.550	G	\$1.150		\$0.150		8.0		\$79.730	\$104.670	O	\$104.670	O	\$129.610		Hc
#GLAZIER			08/22/2021	05/31/2022**	\$50.300	W	\$8.000	X	\$13.850		\$0.000	Y	\$0.770		\$0.960		8.0		\$73.880	\$97.150	Z	\$97.150	Z	\$120.430		Hc
#MARBLE FINISHER			08/22/2021	05/31/2022*	\$35.900	AA	\$9.000		\$11.270		\$0.000		\$0.840		\$0.330		8.0		\$50.340	\$68.290	AB	\$68.290	AC	\$86.240	AD	Hc
#PAINTER:	PAINTER, LEAD ABATEMENT	AE	08/22/2021	12/31/2021**	\$34.120	Q	\$9.000		\$4.940		\$2.550		\$0.750		\$1.010		8.0		\$52.370	\$69.430	AF	\$69.430	AF	\$86.490		Hc
#PAINTER:	INDUSTRIAL PAINTER	AE	08/22/2021	12/31/2021**	\$36.520	Q	\$9.000		\$4.940		\$2.850		\$0.850		\$1.010		8.0		\$55.170	\$73.430	AF	\$73.430	AF	\$91.690		Hc
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AG	02/22/2021	01/31/2022*	\$24.000		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$34.150	\$46.150		\$46.150	K	\$58.150		Hc
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AH	02/22/2021	01/31/2022*	\$16.500		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$26.650	\$34.900		\$34.900	K	\$43.150		Hc
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AI	02/22/2021	01/31/2022*	\$17.370		\$8.400		\$1.000		\$0.000		\$0.750		\$0.000		8.0		\$27.520	\$36.210		\$36.210	K	\$44.890		Hc
#PLASTERER			08/22/2021	08/02/2022*	\$38.860		\$9.380		\$8.020		\$6.910	AJ	\$0.990		\$1.040		8.0	AK	\$65.200	\$84.630	AF	\$84.630	AL	\$104.060		Hc
#PLASTER TENDER		AM	08/22/2021	08/01/2022*	\$39.670		\$8.100		\$9.720		\$5.200	AN	\$1.050		\$0.960		8.0		\$64.700	\$84.530	AQ	\$84.530	AP	\$104.370		Hc
			08/22/2021	08/01/2022*	\$37.120		\$8.100		\$9.720		\$5.200	AN	\$1.050		\$0.960		8.0		\$62.150	\$80.710	AQ	\$80.710	AP	\$99.270		Hc

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	PF
PLASTER TENDER	PLASTER CLEAN-UP LABORER																									
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		08/22/2021	08/31/2022**	\$53.830	AQ	\$9.060		\$13.650	AR	\$0.000	AS	\$2.650		\$1.390	AT	8.0		\$80.580	\$106.570	D	\$106.570	D	\$130.940		Hc
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		08/22/2021	08/31/2022**	\$40.940	AQ	\$8.950		\$10.800	AR	\$0.000	AS	\$2.380		\$1.390	AT			\$64.460	\$84.010		\$84.010	AU	\$102.940		Hc
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AV	08/22/2021	08/31/2022**	\$20.290	AW	\$9.200		\$0.380		\$0.000		\$1.510		\$1.240		8.0		\$32.620	\$41.840		\$41.840	AU	\$51.060		Hc
#PLUMBER:	SERVICE & REPAIR (PLUMBER/HVAC-FITTER)		08/22/2021	08/31/2022**	\$52.200	AQ	\$9.060		\$13.340	AR	\$0.000	AS	\$1.980		\$1.390	AT	8.0		\$77.970	\$103.150		\$103.150	AX	\$126.690	AY	Hc
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		08/22/2021	08/31/2022**	\$36.850	AA	\$9.060		\$13.650	AR	\$0.000	AS	\$2.040		\$1.390	AT	8.0	AU	\$62.790	\$81.210		\$81.210		\$98.280		Hc
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	AZ	08/22/2021	08/31/2022**	\$16.090	AA	\$3.000		\$1.160	AR	\$0.000		\$0.100		\$0.900		8.0	AU	\$21.340	\$29.390		\$29.390		\$37.430		Hc
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BA	08/22/2021	12/31/2021**	\$41.270		\$10.550		\$15.160	BB	\$0.000		\$0.520		\$0.570		8.0		\$67.750	\$88.380		\$88.380		\$109.020		Hc
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BC	02/22/2021	08/31/2021*	\$48.710		\$10.550		\$17.000		\$0.000	BD	\$1.600		\$0.300	BE	8.0		\$78.160	\$102.510	BF	\$102.510	BF	\$126.870		Hc
#ROOFER			08/22/2021	07/31/2022**	\$42.070	BG	\$8.560		\$9.770	E	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$61.620	\$80.630	BJ	\$80.630	BJ	\$99.640		Hc
#ROOFER	PITCH WORK		08/22/2021	07/31/2022**	\$43.820	BG	\$8.560		\$9.770	E	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$63.370	\$83.260	BJ	\$83.260	BJ	\$103.140		Hc
#ROOFER	PREPARER		08/22/2021	07/31/2022**	\$43.070	BG	\$8.560		\$9.770	E	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$62.620	\$82.130	BJ	\$82.130	BJ	\$101.640		Hc
#SHEET METAL WORKER			08/22/2021	06/30/2022**	\$50.230	Q	\$11.120		\$17.680	BK	\$0.000		\$0.820		\$0.680		8.0		\$80.530	\$105.650	BL	\$105.650	BL	\$130.760		Hc
#TERRAZZO FINISHER			08/22/2021	08/31/2022*	\$35.430	H	\$9.000		\$4.350		\$0.000	BD	\$0.750		\$0.270		8.0	AU	\$49.800	\$67.510	AB	\$67.510	BM	\$85.230	AD	Hc
#TERRAZZO WORKER			08/22/2021	08/31/2022*	\$43.610	H	\$9.000		\$4.350		\$0.000	BD	\$1.020		\$0.330		8.0	AU	\$58.570	\$80.380	AB	\$80.380	BM	\$102.180	AD	Hc
#TILE FINISHER			08/22/2021	05/31/2022*	\$30.470	AA	\$9.000		\$2.750		\$0.000		\$0.770		\$0.290		8.0		\$43.280	\$58.510	AB	\$58.510	AC	\$73.750	AD	Hc
#TILE LAYER			08/22/2021	05/31/2022*	\$43.090	AA	\$9.000		\$2.750		\$0.000		\$0.960		\$0.380		8.0		\$61.780	\$83.320	AB	\$83.320	AC	\$104.870	AD	Hc

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**FOOTNOTES**

- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL BE DONE 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.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/oprl/pwappwage/pwappwagestart.asp).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- M 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.
- N INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- O RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- P ZONE A IS DEFINED AS THE PORTION OF SAN BERNARDINO COUNTY 80 ROAD MILES FROM SAN BERNARDINO CITY HALL AT 290 N D STREET IN SAN BERNARDINO, CA 93401.
- Q INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- R IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.38 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- S RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. ALL OVERTIME WORKED DAILY OR ON SATURDAYS, FOR SERVICE AND REPAIR WORK OTHER THAN NEW WORK, MAY BE PAID AT THE RATE OF TIME AND ONE-HALF.
- T ZONE B INCLUDES ALL OF INYO AND MONO COUNTY AND THE PORTION OF SAN BERNARDINO COUNTY OVER 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 NORTH D STREET IN SAN BERNARDINO, CA 93401.
- U IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.48 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER
- V DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- W INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$3.75 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- X INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- Y INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Z RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AA INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AB RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AC RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AD RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AE AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AF DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AG RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AH RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AI RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AJ INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AK SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AL RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AM THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 2 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AN INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AO ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY HOLIDAY RATE.
- AP RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AR INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AS AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AT INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AU SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AV PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

AW INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AX SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

AY DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

AZ TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

BA RATE APPLIES TO REMAINDER OF COUNTY.

BB INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

BC APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.

BD INCLUDED IN STRAIGHT-TIME HOURLY RATE.

BE AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.

BF RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

BG INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.

BH INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.

BI INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.

BJ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.

BK 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.

BL RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

BM RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

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 INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: 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 INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2021-2

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	PF
#CARPET, LINOLEUM,	RESILIENT TILE LAYER - SECOND SHIFT		02/22/2021	12/31/2021**	\$46.500	A	\$5.630		\$5.550		\$2.220		\$0.630		\$0.280		8.0		\$60.810	\$84.060		\$84.060		\$107.310		Hc
CARPET, LINOLEUM,	MATERIAL HANDLER - SECOND SHIFT	B	02/22/2021	12/31/2021**	\$16.800	A	\$5.630		\$1.940		\$0.720		\$0.630		\$0.280		8.0		\$26.000	\$34.400		\$34.400		\$42.800		Hc
#ELECTRICIAN:	SOUND INSTALLER 2ND SHIFT		02/22/2021	12/26/2021**	\$44.100		\$9.380		\$5.810	C	\$0.000		\$0.650		\$0.300	D	8.0		\$61.560	\$84.270	E	\$84.270	E	\$106.990	G	Hc
#ELECTRICIAN:	SOUND INSTALLER 3RD SHIFT		02/22/2021	12/26/2021**	\$49.410		\$9.380		\$5.810	C	\$0.000		\$0.650		\$0.300	E	8.0		\$67.030	\$92.480	E	\$92.480	E	\$117.920	G	Hc
#ELECTRICIAN:	INSIDE WIREMAN (ZONE A) 2ND SHIFT	H	08/22/2021	05/31/2022**	\$53.660	I	\$10.860		\$13.690	C	\$0.000		\$0.780		\$0.270		8.0		\$81.250	\$109.020		\$109.020	K	\$136.790	G	Hc
#ELECTRICIAN:	INSIDE WIREMAN (ZONE A) 3RD SHIFT	H	08/22/2021	05/31/2022**	\$60.120	I	\$10.860		\$13.690	C	\$0.000		\$0.780		\$0.300	J	8.0		\$87.930	\$119.050		\$119.050	K	\$150.160	G	Hc
#ELECTRICIAN:	INSIDE WIREMAN (ZONE B) 2ND SHIFT	L	08/22/2021	05/31/2022**	\$71.490	I	\$10.860		\$13.690	C	\$0.000		\$0.880		\$0.360	M	8.0		\$99.900	\$136.900		\$136.900	K	\$173.900	G	Hc
#ELECTRICIAN:	INSIDE WIREMAN (ZONE B) 3RD SHIFT	L	08/22/2021	05/31/2022**	\$80.090	I	\$10.860		\$13.690	C	\$0.000		\$0.880		\$0.400	M	8.0		\$108.800	\$150.250		\$150.250	K	\$191.700	G	Hc
#ELECTRICIAN:	CABLE SPLICER (ZONE B) 2ND SHIFT	L	08/22/2021	05/31/2022**	\$75.070	I	\$10.860		\$13.690	C	\$0.000		\$0.880		\$0.380	M	8.0		\$103.610	\$142.460		\$142.460	K	\$181.310	G	Hc
#ELECTRICIAN:	CABLE SPLICER (ZONE B) 3RD SHIFT	L	08/22/2021	05/31/2022**	\$84.090	I	\$10.860		\$13.690	C	\$0.000		\$0.880		\$0.420	M	8.0		\$112.940	\$156.460		\$156.460	K	\$199.980	G	Hc
#ELECTRICIAN:	CABLE SPLICER (ZONE A) 2ND SHIFT	H	08/22/2021	05/31/2022**	\$56.350	I	\$10.860		\$13.690	C	\$0.000		\$0.780		\$0.280	J	8.0		\$84.030	\$113.190		\$113.190	K	\$142.350	G	Hc
#ELECTRICIAN:	CABLE SPLICER (ZONE A) 3RD SHIFT	H	08/22/2021	05/31/2022**	\$63.120	I	\$10.860		\$13.690	C	\$0.000		\$0.780		\$0.320	J	8.0		\$91.040	\$123.710		\$123.710	K	\$156.380	G	Hc
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE A) 2ND SHIFT	H	08/22/2021	05/31/2022**	\$59.030	I	\$10.860		\$13.690	C	\$0.000		\$0.780		\$0.300	J	8.0		\$86.810	\$117.360		\$117.360	K	\$147.910	G	Hc
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE A) 3RD SHIFT	H	08/22/2021	05/31/2022**	\$66.130	I	\$10.860		\$13.690	C	\$0.000		\$0.780		\$0.330	J	8.0		\$94.150	\$128.380		\$128.380	K	\$162.600	G	Hc
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE B) 2ND SHIFT	L	08/22/2021	05/31/2022**	\$78.640	I	\$10.860		\$13.690	C	\$0.000		\$0.880		\$0.390	M	8.0		\$107.300	\$147.990		\$147.990	K	\$188.690	G	Hc
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE B) 3RD SHIFT	L	08/22/2021	05/31/2022**	\$88.100	I	\$10.860		\$13.690	C	\$0.000		\$0.880		\$0.440	M	8.0		\$117.090	\$162.680		\$162.680	K	\$208.280	G	Hc
#PAINTER:	PAINTER, LEAD ABATEMENT (2ND SHIFT)	N	08/22/2021	12/31/2021**	\$38.390	I	\$9.000		\$4.900		\$2.550		\$0.750		\$1.010		8.0		\$56.640	\$75.830	O	\$75.830	O	\$95.030		Hc
#PAINTER:	INDUSTRIAL PAINTER (2ND SHIFT)	N	08/22/2021	12/31/2021**	\$41.090	I	\$9.000		\$4.940		\$2.850		\$0.850		\$1.010		8.0		\$59.740	\$80.290	O	\$80.290	O	\$100.830		Hc
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)		08/22/2021	08/31/2022**	\$61.420	P	\$9.000		\$13.650	Q	\$0.000	R	\$2.650		\$1.390	S	8.0		\$88.170	\$117.950	I	\$117.950	I	\$146.120		Hc
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)		08/22/2021	08/31/2022**	\$46.900	P	\$8.950		\$10.800	Q	\$0.000	R	\$2.380		\$1.390	S	8.0		\$70.420	\$92.950		\$92.950	U	\$114.860		Hc
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT)	V	08/22/2021	08/31/2022**	\$23.330		\$3.000		\$0.380		\$0.000		\$1.510		\$1.240	S	8.0		\$35.660	\$46.400		\$46.400	U	\$57.140		Hc
#PLUMBER:	SERVICE & REPAIR (PLUMBER/HVAC-FITTER) (2ND SHIFT)		08/22/2021	08/31/2022**	\$59.540	P	\$9.060		\$13.340	Q	\$0.000	R	\$1.980		\$1.390	S	8.0		\$85.310	\$114.160		\$114.160	X	\$141.380	Y	Hc
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER SECOND SHIFT		08/22/2021	08/31/2022**	\$41.970	Z	\$9.060		\$13.650	Q	\$0.000	R	\$2.040		\$1.190	S	8.0	U	\$67.910	\$88.900		\$88.900		\$108.530		Hc
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN SECOND SHIFT	AA	08/22/2021	08/31/2022**	\$18.500	Z	\$3.000		\$1.160	Q	\$0.000		\$0.100		\$0.990	S	8.0	U	\$23.750	\$33.000		\$33.000		\$42.250		Hc
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)- 2ND SHIFT	AB	02/22/2021	08/31/2021*	\$56.020		\$10.550		\$17.000		\$0.000	AC	\$1.600		\$0.300	AD	8.0		\$85.470	\$113.480	AE	\$113.480	AE	\$141.490		Hc

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## FOOTNOTES

- \* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- \*\* 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.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- B A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- C 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 BOAF.
- D INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- E RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL OVERTIME HOURLY RATE.
- F DISREGARD THIS RATE. FOR THE FIRST 12 HOURS OF WORK PERFORMED ON SATURDAY, USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- G DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- H ZONE A IS DEFINED AS THE PORTION OF SAN BERNARDINO COUNTY 80 ROAD MILES FROM SAN BERNARDINO CITY HALL AT 290 N D STREET IN SAN BERNARDINO, CA 93401.
- I INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- J IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.38 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- K DISREGARD THIS RATE. USE THE SATURDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.
- L ZONE B INCLUDES ALL OF INYO AND MONO COUNTY AND THE PORTION OF SAN BERNARDINO COUNTY OVER 80 MILES FROM SAN BERNARDINO CITY HALL AT 290 NORTH D STREET IN SAN BERNARDINO, CA 93401.
- M IN ADDITION TO THE AMOUNT SHOWN, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER FOR EACH OVERTIME HOUR, \$0.48 IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE LABOR MANAGEMENT COOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENT COOPERATION COMMITTEE FUND IS NOT FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- N AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- O DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- P INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- Q INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- R AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- S INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- T RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- U SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- V PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- W INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- X SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.
- Y DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.
- Z INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AA TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED TO AS A 50-50% JOURNEYMAN OR APPRENTICE.
- AB APPLIES TO THE CITIES OF ONTARIO AND MONTCLAIR.
- AC INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- AD AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- AE RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

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 INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: 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 INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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NOT FOR BID

***Section 101  
Federal Minimum Wages  
(Pink Pages)***

***inserted here***

"General Decision Number: CA20210026 08/20/2021

Superseded General Decision Number: CA20200026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that the EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/02/2021
3	03/05/2021
4	04/19/2021
5	06/04/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021
10	08/20/2021

ASBE0005-002 07/05/2021

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all

types of mechanical systems).....\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 28.92	18.73

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ASBE0005-004 07/01/2019

Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 20.63	12.17
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BOIL0092-003 01/01/2021

Rates	Fringes
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BOILERMAKER.....\$ 46.03	38.81
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\* BRCA0004-011 05/01/2020

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 41.40	18.67
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\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Mojave, Indian Wells, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2019

Rates	Fringes
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MARBLE FINISHER.....\$ 33.43	14.11
TILE FINISHER.....\$ 28.23	12.65
TILE LAYER.....\$ 40.07	18.36

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BRCA0018-004 06/01/2020

Rates	Fringes
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TERRAZZO FINISHER.....\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....\$ 41.60	14.73

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CARP0409-001 07/01/2018

Rates	Fringes
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CARPENTER  
(1) Carpenter, Cabinet  
Installer, Insulation  
Installer, Hardwood Floor

Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.12	17.03

Amounts in "'Rates' column are per day

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 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER.....	\$ 37.35	11.08
STOCKER/SCRAPER.....	\$ 10.00	7.17

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 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

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 ELEC0409-004 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 37.60	3%+15.84
Technician.....	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational,

security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

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 ELEC0477-002 06/01/2021

	Rates	Fringes
Electricians:.....	\$ 45.75	3%+25.33

CABLE SPLICER: \$1.50 per hour above Electrician rate.  
 TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors  
 Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

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 ELEC1245-001 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable Technician.....	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment.....	\$ 48.08	20.73
(3) Grounding.....	\$ 36.76	20.33
(4) Overhead & underground distribution line equipment.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly

rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.57	27.20
GROUP 23.....	\$ 52.74	27.20
GROUP 24.....	\$ 52.95	27.20
GROUP 25.....	\$ 52.95	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:  
 \$3.75 per hour shall be paid on all Power Equipment Operator

work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

#### SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes load, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes load, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PDU side dum jack; Screening and conveyor machine operator (similar types); Skiploader (wheel type up to 3/4 ton without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (back); Ford Ferguson (with dragtype attachments); Helicopter radio man (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Borman or mixerman (asphalt or concrete); Chalk spreading machine operator; Concrete cleaning decomamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or similar types - Auger 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydro-hammer-axe stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw, roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder

machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford. Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (concrete work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor Drilling machine operator, Bucket or auger type, welded 150 bucket or similar types - Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar type - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kalamazoo belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Solid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding call on type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Army Wagon and similar types with any and all attachments over 5 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1000 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skip loader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 70 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Grey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in