

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

**BID DOCUMENTS**  
for  
**PROJECT NO. MJOC14**  
**“MECHANICAL” CONTRACTOR**  
**JOB ORDER CONTRACT SERVICES**  
**SAN BERNARDINO, CALIFORNIA**

SAN BERNARDINO COUNTY  
REAL ESTATE SERVICES DEPARTMENT  
PROJECT MANAGEMENT  
385 NORTH ARROWHEAD AVENUE  
THIRD FLOOR  
SAN BERNARDINO, CA 92415-0184  
<http://wpcl.sbcounty.gov/res/>

July 2021

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## **ADVERTISEMENT FOR BIDS**

Job Order Contract Services  
San Bernardino County, California

GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. GBJOC16  
GENERAL ENGINEERING CONTRACTOR JOC: PROJECT NO. GEJOC13  
MECHANICAL CONTRACTOR JOC: PROJECT NO. MJOC14

Notice is hereby given that the Real Estate Services Department – Project Management on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 3:00 p.m. on August 17, 2021; in the office of the Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, at which time they will be publicly opened and declared for Job Order Contract Services:

**GENERAL BUILDING CONTRACTOR JOC – GBJOC16**  
**GENERAL ENGINEERING CONTRACTOR – GEJOC13**  
**MECHANICAL CONTRACTOR – MJOC14**

1. Bids in response to this solicitation can be submitted through San Bernardino County (County) Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> or in person at the Real Estate Services Department – Project Management. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** The Bid Documents are available at no cost to the bidder in ePro. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
2. A mandatory pre-bid meeting for prospective bidders will be conducted on Tuesday, July 27, 2021 at 3:00 p.m. via online meeting platform to discuss the Job Order Contracting concept, Job Order Contracting from a contractor's perspective and to answer questions. Bids submitted by firms who have not participated in the mandatory pre-bid meeting will be disqualified. Following the mandatory pre-bid meeting there will be an optional one-hour training workshop for contractors who are new to the Job Order Contracting process. Pre-bid meeting attendees must pre-register by July 22, 2021 at 3:00 p.m. To pre-register attendee must send an email with the following information to [Michelle.Viebach@res.sbcounty.gov](mailto:Michelle.Viebach@res.sbcounty.gov) :
  - Business Name
  - Attendee Name
  - Email Address
  - Phone Number
  - Contract Category(s) bidding onProspective bidders will be sent a link and attendance instructions via email.

3. A JOC is a competitively bid, firm fixed priced indefinite quantity contract. It includes an ongoing series of individual Projects, detailed repair and construction tasks and specifications, at different locations throughout the County. The bid documents include a Construction Task Catalog<sup>®</sup> containing construction tasks with preset Unit Prices. Ordering is accomplished by the issuance of a Job Order against the Contract.
4. The Contractor, under the JOC contract, shall perform all work required, necessary, proper for or incidental to complete the Detailed Scope of Work and furnish all management, labor, materials, equipment, and required plan checks and permits from local jurisdictions needed to perform the Work specified in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog<sup>®</sup>. The Contractor will be required to provide a Superintendent from the Contractor's staff for each Job Order.
5. The County will award multiple contracts under this solicitation. The County reserves the right to award or reject any or all bids in any increment at any time during the bid validation period, and to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest. The contracts are for: five (5) General Building Contractor, Project No. GBJOC16 – potential Maximum Contract Value \$3,000,000 each; three (3) General Engineering Contractor, Project No. GEJOC13 – potential Maximum Contract Value \$2,000,000 each; and two (2) Mechanical Contractor, Project No. MJOC14 – potential Maximum Contract Value \$3,000,000. There is no Minimum Contract Value of each of the JOC contracts. The County reserves the right to issue a Board of Supervisors' approved contract or amendment increasing the potential Maximum Contract Value up to the maximum authorized under Public Contract Code section 20128.5. The term of the contract will be for one year or expenditure of the potential Maximum Contract Value, whichever occurs first.
6. The following State Contractor's Class Licenses are required to bid the following Job Order Contracts:  
General Building Contractor - Class "B".  
General Engineering Contractor - Class "A".  
Mechanical Contractor - Class "C-4 and C-20".  
Each bidder must submit eight (8) Price Adjustment Factors to be considered responsive. These same Adjustment Factors must apply to all work tasks listed in the Contract Documents.
7. All persons performing the Work shall be paid not less than general prevailing wage as determined by the California Department of Industrial Relations. If any Job Order will be paid for by the County using Federal funds (Federally Assisted), then Contractor and all subcontractors must comply with Federal labor standards, including the Davis-Bacon Act (40 U.S.C. 3141 et seq.), applicable Department of Labor regulations (29 C.F.R. Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). If the Job Order is Federally Assisted and there is a difference in the minimum wage rates predetermined by the Secretary of Labor and the

applicable prevailing wage rates per California Labor for similar classifications of labor, the Contractor or its Subcontractor shall pay not less than the higher of the wage rates for each classification. The Contractor is responsible for ensuring subcontractor compliance with all Federal labor standards.

8. Copies of the prevailing wage rates are on file at the Real Estate Services Department – Project Management and shall be made available to any interested party on request. Copies are also included in the Bid Documents.
9. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
10. For information regarding this project, contact the Real Estate Services Department – Project Management JOC Coordinator at (909) 387-5225 or [Michelle.Viebach@res.sbcounty.gov](mailto:Michelle.Viebach@res.sbcounty.gov). DO NOT CONTACT THE CONSULTANT. All technical questions to be submitted to in writing not later than August 6, 2021 at 4:00 PM. No questions will be answered within five (5) calendar days of the bid opening.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino California, July 13, 2021.

Kevin Ryan, Assistant Director  
Real Estate Services Department – Project Management

Published in the Daily Press, July 16, 2021.

## INSTRUCTIONS TO BIDDERS

Proposals: To receive consideration, bidders shall complete the Bid Proposal form and the bid shall be made in accordance with the following instructions:

- A. Bids shall contain no recapitulation of the work to be done. Alternative Bid Proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any Federal, State, County, municipal or other governmental agency that has jurisdiction over the work.
- C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 must be complied with, as Stated in Articles 30, 31, 32, 33, 34 and 35 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all Subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Real Estate Services Department – Project Management and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- D. Contractors are prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by a Contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the project.
- E. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement For Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** System-related questions about ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at 1-855-800-5046. For procurement questions

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

- F. Bidder is advised that it will be required to comply with Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017). The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects (Job Orders) issued on or after April 1, 2015, and for all public works projects (Job Orders), new or ongoing, on or after January 1, 2016.
    - 1. The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
    - 3. The certified payroll records must be in a format prescribed by the Labor Commissioner.



- vi. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- G. Bids will be opened at the time set for the opening of bids in the published Advertisement For Bids or as revised in an Addendum. All bids submitted to the Real Estate Services Department – Project Management 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 Real Estate Services Department – Project Management for all bidders to view.
- H. Bidder is advised that if any Job Order is funded with Community Development Block Grant Funds, the requirements of the Davis-Bacon Act will apply to the Job Order and its requirements will be enforced. The Contractor and all subcontractors will be required to pay their laborers and mechanics employed under the Job Order, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Job Order amount exceeds \$2,000. The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under the Job Order. The Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to the Job Order. In addition a weekly certified payroll is required during the term of construction under the Job Order. Payment of invoices may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly completed payment request submitted by the Contractor. The Federal prevailing wage in force as of this date is Mod No. 4 and is available upon request. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.
- I. All persons performing the Work shall be paid not less than general prevailing wage as determined by the California Department of Industrial Relations. If any Job Order will be paid for by the County using Federal funds (Federally Assisted), then Contractor and all subcontractors must comply with Federal labor standards, including the Davis-Bacon Act (40 U.S.C. 3141 et seq.), applicable Department of Labor regulations (29 C.F.R. Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented

by Department of Labor regulations (29 C.F.R. Part 5). If the Job Order is Federally Assisted and there is a difference in the minimum wage rates predetermined by the Secretary of Labor and the applicable prevailing wage rates per California Labor for similar classifications of labor, the Contractor or its Subcontractor shall pay not less than the higher of the wage rates for each classification. The Contractor is responsible for ensuring subcontract compliance with all Federal labor standards.

The rate of compensation for a classification not listed in the schedule, but which may be required to execute the proposed contract, shall be commensurate and in accordance with the rates specified for similar or comparable classifications or for those performing similar or comparable duties.

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

- i) The bid protest is in writing.
- ii) The bid protest is submitted to and received by the Real Estate Services Department – Project Management, 385 N. Arrowhead Ave., 3<sup>rd</sup> Floor, San Bernardino, CA, 92415-0184 before 4:00 p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
- iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

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

K. For information regarding this project, contact the Real Estate Services Department – Project Management JOC Coordinator at (909) 387-5225 or Michelle.Viebach@res.sbcounty.gov. DO NOT CONTACT THE CONSULTANT. All technical questions to be submitted to in writing not later than August 6, 2021 at 4:00 PM. No questions will be answered within five (5) calendar days of the bid opening.

L. Contract Value and Performance Period:

- i. The potential Maximum Contract Value is as follows: Two (2) Mechanical Contractor MJOC14 – maximum potential value \$3,000,000 each. There is no Minimum Contract Value of each JOC contract. The term of the contract will be for one year or expenditure of the maximum potential value of the contract, which includes any options and whichever occurs first. The County may exercise an option to increase the maximum potential value of the contract at any time during the one year term of the contract.
- ii. There is no Minimum Contract Value of work to be ordered that the Contractor has the opportunity to perform under the contract; and is there **No Minimum Value** for individual Job Orders issued under this contract.
- iii. This is a contract for the repair, alteration, modernization, rehabilitation, construction etc. or items specified in individual Job Orders, effective for the period of 12 months from the date of award. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. This Contract is for construction work and related services to be performed within a designated area of the County. However, if the need arises, the County reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the County. Job Orders issued prior to, but not completed by the expiration of the contract period, will be completed with all provisions of this Contract still in force.
- iv. Performance time for each Job Order issued under this Contract will be determined in accordance with the General Conditions.
- v. The County expects full contract performance from contract start date. Contractor should commence any mobilization activities as soon as practical after contract approval by the San Bernardino County Board of Supervisors, before work on individual Job Orders begins.

M. Copies of Bidding Documents:

- i. The Bid Documents are available at no cost to the bidder in ePro. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

N. Required State Contractor's License Qualifications:

- i. The entity submitting the Bid must be licensed, bonded and insured. Contractors must have a valid license, as issued by the Contractors' State License Board, for the

type of work proposed under the Contract at the time of the opening of the bid. Proper license is required prior to submitting a bid to be considered a responsive bidder.

- ii. This project requires the Contractor to possess the following license at the time of Bid opening:

Mechanical Contractor MJOC14 - Class "C-4 and C-20".

- iii. A business license must be obtained for each City within the County where work is to be accomplished, as per the issuance of a specific Job Order. Business Licenses are not required at time of bid, but are required prior to the issuance of the Notice to Proceed for a specific Job Order.
- iv. To complete the approved Scope of Work for a specific Job Order, the awarded Contractor must possess the State Specialty license for that trade or provide a State Specialty licensed subcontractor for that trade. Subcontractors are not listed at time of Bid.

O. Bid Proposal:

- i. The Bid Proposal is attached.
- ii. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the Bid Proposal, and the numerical bid set forth in the ePro system, the information on the Bid Proposal shall prevail.
- iii. Bids by corporations must be executed by an authorized officer of the corporation.
- iv. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- v. All names must be typed or printed below the signature.
- vi. As required or directed by the County, per specific Job Orders, all employees of the Contractor and of all Subcontractors and vendors who will be on-site must complete the County Security Policy, and receive a clearance prior to working in or on any County Facility. The cost is the responsibility of the Contractor. Any time impacts for a specific project must be shown on that specific project schedule. Details are provided in the General Conditions.

P. Bid Pricing:

- i. Each bidder must submit eight (8) Adjustment Factors to be applied to the Unit Prices. These eight (8) Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog® in order to be considered responsive. This Contract will be awarded to the lowest, responsive and responsible bidder. The County will be divided into two (2) separate Zones. The Adjustment Factors are as follows:
1. Zone 1: Adjustment Factor (1) is to be applied to that work anticipated to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m.) Monday through Friday.
  2. Zone 1: Adjustment Factor (2) is to be applied to that work anticipated to be performed during Other Than Normal Working Hours (Overtime) (5:01 p.m. to 6:59 a.m.) Monday through Friday and anytime on Saturday, Sunday or County holidays. Zone 1, Adjustment Factor 2 must be greater than the Zone 1, Adjustment Factor 1.
  3. Zone 1: Adjustment Factor (3), when required and identified by the County, the Contractor will be required to respond within 24 Hours, upon notification. If the “within 24 Hour response” is required, a Job Order will be entered and a Notice to Proceed will be issued. Pricing will then be submitted as per the ordering procedures, upon completion of the work. There is a minimum call out amount of \$500 for these Job Orders, which is only for work performed. If the final agreed to amount for the Job Order is less than \$500, the Contractor will be paid the Minimum call out amount. If the agreed to price is greater than \$500, the Contractor will be paid the agreed to amount. This is for work within both Normal Working Hours and Other Than Normal Working Hours. Zone 1, Adjustment Factor 3 must be greater than the Zone 1, Adjustment Factor 2.
  4. Zone 1: Adjustment Factor (4) is to be applied for all work anticipated in Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities, such as Sheriff’s Stations, Jails and Hospitals. The identification of the facility will be determined by the County Project Manager. This is for Normal Working Hours and Other Than Normal Working Hours. Zone1, Adjustment Factor 4 must be greater than the Zone 1, Adjustment Factor 3.
  5. Zone 2: Adjustment Factor (5) is to be applied to that work anticipated to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m.) Monday through Friday. Zone 2, Adjustment Factor 5 must be greater than the Zone 1, Adjustment Factor 4. Zone 2, Adjustment Factor 5 must be 30% higher than Zone 1, Adjustment Factor 1.
  6. Zone 2: Adjustment Factor (6) is to be applied to that work anticipated to be performed during Other Than Normal Working Hours (Overtime) (5:01 p.m. to 6:59 a.m.) Monday through Friday and anytime on Saturday, Sunday or County

holidays. Zone 2, Adjustment Factor 6 must be greater than the Zone 2, Adjustment Factor 5.

7. Zone 2: Adjustment Factor (7), when required and identified by the County, the Contractor will be required to respond within 24 Hours, upon notification. If the "within 24 Hour response" is required, a Job Order will be entered and a Notice to Proceed will be issued. Pricing will then be submitted as per the ordering procedures, upon completion of the work. There is a minimum call out amount of \$500 for these Job Orders, which is only for work performed. If the final agreed to amount for the Job Order is less than \$500, the Contractor will be paid the Minimum call out amount. If the agreed to price is greater than \$500, the Contractor will be paid the agreed to amount. This is for work within both Normal Working Hours and Other Than Normal Working Hours. Zone 2, Adjustment Factor 7 must be greater than the Zone 2, Adjustment Factor 6.
  8. Zone 2: Adjustment Factor (8) is to be applied for all work anticipated in Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities, such as Sheriff's Stations, Jails and Hospitals. The identification of the facility will be determined by the County Project Manager. This is for Normal Working Hours and Other Than Normal Working Hours. Zone 2, Adjustment Factor 8 must be greater than the Zone 2, Adjustment Factor 7.
- ii. The bid shall be "net", (i.e., 1.0) or an adjustment "decrease from" (i.e., .95) or "increase to" (i.e., 1.2) the Unit Prices listed in the Construction Task Catalog®. Bidders who submit separate Adjustment Factors for individual line items in the Construction Task Catalog will be considered non-responsive and the bid will be rejected.
  - iii. The bidder's Adjustment Factors must contain allowances for overhead, profit, bond premiums, insurance, mobilization, Proposal development, shop drawings and submittals, and all contingencies in connection therewith, as no additional allowance will be made later.
  - iv. Any change in the applicable minimum hourly rates of wages or taxes during the contract period shall not affect the Unit Price to be paid by the County for work performed under the contract.
  - v. As projects are identified the Contractor will jointly scope the work with the County. The County will issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and suppliers, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-

priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

- vi. If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.
- vii. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

Q. Bid Security:

- i. A Bid Security, aka Bid Bond, shall be made payable to San Bernardino County, in an amount of Twenty-Five Thousand Dollars ( \$25,000) and in the form prescribed by the Public Contracting Code section 20129. If the bid is submitted to the Real Estate Services Department – Project Management, the bid security shall be enclosed in the sealed and marked envelope along with the Bid Proposal. If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled “Bid Bond” with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**
- ii. The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required insurance and the contract security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required insurance and contract security within five (5) Days of the Notice of Award, County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. Upon award to the lowest responsive, responsible Bidder, the security of an unsuccessful Bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the County beyond sixty (60) Calendar Days from the time the award is made.

R. Submission of Bids:

- i. See Section E for submission directions.
- ii. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.

- iii. Bids that are illegible or that contain omissions, alterations, additions, qualifications or items not called for in the Bid Documents will be rejected as non-responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Bid Documents, will be rejected as non-responsive.
- iv. The County will reject any bid not prepared and submitted in accordance with the provisions of the Bid Documents.
- v. Omission of or failure to complete any portion of the required forms at the specified time will be cause to reject the entire Bid.
- vi. Bids will be considered on the following criteria:

The Two (2) lowest responsive and responsible bidder using the composite bid factor shall be awarded the contract, if it is awarded. The Two (2) lowest composite bid factor will be considered the lowest bid. The composite bid factor will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .025, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, Factor 7 will be multiplied by .025 and Factor 8 will be multiplied by .025. These numbers will be summed for a composite bid, and the two (2) lowest composite bids will be considered the low bids.
- vii. The following submittal forms, together, comprise a Bid Proposal and must be submitted at the date and time identified in the advertisement. These forms are included as part of this section.

Submittal Forms include all of the Following:

Bid Proposal

Bid Bond (\$25,000)

Non-Collusion Declaration

S. Modification and Withdrawal of Bids:

- i. Bid Proposals may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid Proposal must be executed and delivered to the place where Bid Proposals are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of Bid Proposals. If a bid is submitted through ePro, then the bid may also be withdrawn or modified in ePro prior to the scheduled time for receipt of bids.
- ii. Relief of Bidders shall be as provided in Sections 5100-5110, inclusive, of the Public Contract Code of the State of California.



T. Opening of Bids:

- i. Bids (both paper and ePro) shall be opened and read aloud publicly at the place and time set in the Advertisement For Bids. The bids shall be made available after the opening of bids.

U. Bonds:

- i. The General Conditions set forth requirements as to Performance Bonds and other Bonds. When the Successful Bidder delivers the executed Agreement to the County, it shall be accompanied by the required Contract Security. The bond amounts as stated in the General Conditions shall be:

Performance Bond: Potential Maximum Contract Value

Payment Bond: Potential Maximum Contract Value

Bid Bonds: \$25,000

- ii. Attorneys-in-fact who sign said bonds on behalf of a Surety must affix to each bond a certified and effectively dated copy of their power of appointment.

V. Modification and Amendments:

- i. The County may modify or amend the Instructions to Bidders, the General Conditions, or any of the Contract Documents upon written notice to bidders at any time prior to the bid opening.

W. Conflict of Interest:

- i. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or Subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of government bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- ii. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.
- iii. This provision shall not be construed to prohibit employment of persons with whom Contractors' officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

X. Codes, Ordinances and Regulations:

- i. Construction activities and materials shall conform to the requirements of the following codes, ordinances and regulations: California Office of Statewide Health Planning and Development (OSHPD); California Building Code (as adopted and/or amended by San Bernardino County); Rules and Regulations of the California State Industrial Accident Commission, Safety Orders of the Division of Industrial Safety; California Mechanical Code; California Plumbing Code; California Electrical Code; California Fire Code; California Energy Code; Standard Specifications for Public Works Construction, Green Book – Latest Edition and the Standard Plans for Public Works Construction, APAW – Latest Edition.
- ii. All other State and National Codes, Ordinances, Rules, and Regulations not specifically mentioned above, but which apply to the proposed construction. In any case of conflict between any of the documents mentioned above, and the specifications and drawings, the requirement that is the more restrictive shall govern. Nothing in these plans and specifications is to be construed to permit work not in conformance with these codes.

Y. Determination of Bidder Responsibility:

- i. Bidders are hereby notified that the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of Subcontractor and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- ii. The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) committed any act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
- iii. If there is evidence that the apparent low Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder

should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the Bidder fails to avail itself of the opportunity to rebut the Department's evidence, the Bidder may be deemed to have waived all rights of appeal.

- iv. If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- v. These terms shall also apply to all Subcontractors that are to be utilized during this Contract and as proposed for individual Job Orders.

NOT FOR BID

MECHANICAL CONTRACTOR JOC: PROJECT NO. MJOC14

PROJECT: JOB ORDER CONTRACT SERVICES

OWNER: San Bernardino County

BID OPENING: August 17, 2021 at 3:00 PM

BIDDER: \_\_\_\_\_

TRADE: MECHANICAL CONTRACTOR MJOC14

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San Bernardino County  
Real Estate Services Department –  
Project Management  
385 North Arrowhead Avenue  
Third Floor  
San Bernardino, CA 92415-0184  
<http://wpcl.sbcounty.gov/res/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in San Bernardino County, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Real Estate Services Department – Project Management, at the following cost(s):

BID

The two (2) responsible and responsive bidder who submitted the two lowest Award Criteria Figures shall be awarded the contract, if they are awarded. The two (2) lowest Award Criteria Figures will be considered the lowest bids. The Award Criteria Figure will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .025, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, Factor 7 will be multiplied by .025 and Factor 8 will be multiplied by .025. These numbers will be summed for an Award Criteria Figure, and the two (2) lowest composite bids will be considered the two low bids.

Any alteration or addition to the form of Bid Proposal will invalidate same. Fill out completely all blank spaces. An incomplete form will invalidate bid.

All Adjustment Factors include applicable California state sales, tax, bonds, insurance and all other costs required to perform the Job Orders as described in the Bid Documents.

ADJUSTMENT FACTORS:

The Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. The Contractor's eight (8) Adjustment Factors will be applied against the prices set forth in the Unit Price Book. The County has been divided into two (2) Zones, as depicted on the attachment to these bid documents. The Adjustment Factors are as follows:

Zone 1: Factor 1 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 2 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 1: Factor 3 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 1: Factor 4 - Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 5 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 2: Factor 6 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 2: Factor 7 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 8 - Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities; for Normal Working Hours and Other Than Normal Working Hours.

**ZONE 1**

**FACTOR 1** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

Utilize four decimal places

---

Bid for Normal Working Hours, Zone 1 (in words)

**FACTOR 2** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

□.□□□□

Utilize four decimal places

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Bid for Other Than Normal Working Hours, Zone 1 (in words)

**FACTOR 3** – Rapid Response Projects. Factor 3 must be greater than Factor 2.

□.□□□□

Utilize four decimal places

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Bid for Rapid Response Projects, Zone 1 (in words)

**FACTOR 4** – Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects. Factor 4 must be greater than Factor 3.

□.□□□□

Utilize four decimal places

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Bid for Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects, Zone 1 (in words)

**ZONE 2**

**FACTOR 5** - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract. Factor 5 must be greater than Factor 4. Factor 5 must be 30% higher than Factor 1.

□.□□□□

Utilize four decimal places

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Bid for Normal Working Hours, Zone 2 (in words)

**FACTOR 6** - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 6 must be greater than Factor 5.

□.□□□□

Utilize four decimal places

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Bid for Other Than Normal Working Hours, Zone 2 (in words)

**FACTOR 7** – Rapid Response Projects. Factor 7 must be greater than Factor 6.

□.□□□□

Utilize four decimal places

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Bid for Rapid Response Projects, Zone 2 (in words)

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

**FACTOR 8** – Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects. Factor 8 must be greater than Factor 7.

□.□□□□

Utilize four decimal places

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Bid for Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects, Zone 2 (in words)

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

AWARD FORMULA

- Line 1: Zone 1, Factor 1 \_\_\_\_\_
- Line 2: Multiply Line 1 by (.75) \_\_\_\_\_
- Line 3: Zone 1, Factor 2 \_\_\_\_\_
- Line 4: Multiply Line 3 by (.05) \_\_\_\_\_
- Line 5: Zone1, Factor 3 \_\_\_\_\_
- Line 6: Multiply Line 5 by (.025) \_\_\_\_\_
- Line 7: Zone 1, Factor 4 \_\_\_\_\_
- Line 8: Multiply Line 7 by (.025) \_\_\_\_\_
- Line 9: Zone 2, Factor 5 \_\_\_\_\_
- Line 10: Multiply Line 9 by (.05) \_\_\_\_\_
- Line 11: Zone 2, Factor: 6 \_\_\_\_\_



Line 12: Multiply Line 11 by (.05)

\_\_\_\_\_

Line 13: Zone 2, Factor: 7

\_\_\_\_\_

Line 14: Multiply Line 13 by (.025)

\_\_\_\_\_

Line 15: Zone 2, Factor 8

\_\_\_\_\_

Line 16: Multiply Line 15 by (.025)

\_\_\_\_\_

Line 17: Add Lines 2, 4, 6, 8, 10, 12, 14, 16

\_\_\_\_\_

The above Adjustment Factors are to be specified to four decimal places. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. All prices and information required on the bid form must be either typewritten or neatly printed in ink (use figures only). San Bernardino County reserves the right to revise all arithmetic errors in calculations for correctness. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the Bid Proposal, and the numerical bid set forth in the ePro system, the information on the Bid Proposal shall prevail. The County reserves the right to reject any and all bids and to waive any irregularities.

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.

When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

#### TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first. This is a bid for a Contract for repair, remodel or other repetitive work specified in individual Job Orders, effective for a period of 12 months from the start date of the Contract approved by the Board of Supervisors. Job Orders issued prior to, but

not completed, by the expiration of the Contract period will be completed with all provisions of the Contract still in force. Supplemental Job Orders to an original Job Order issued prior to but not completed by the expiration of the contract prior, will be completed with all the provisions of this contract still in force.

#### BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty Five Thousand Dollars (\$25,000), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the Real Estate Services Department – Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Real Estate Services Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

#### LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between \$200 to \$750 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

#### ESCROW ACCOUNT

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

#### REJECTION OF BIDS

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

## VALIDITY OF BIDS

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

## STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid Class "C-4 and C-20" license as a contractor in the State of California and that the license is the correct class of license as listed in the instruction to bidders. The undersigned also certifies that all subcontractor(s) that will be utilized as per individual Job Orders will be the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

## INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 77 of the General Conditions. **The undersigned agrees to provide the Real Estate Services Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County as an additional insured. All coverages shall be subject to approval by the County for adequacy of protection.

## BONDS

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

## FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is

defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### INACCURACIES OR MISREPRESENTATIONS

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

#### IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Bids of one million dollars (\$1,000,000) or more)

(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

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

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder 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.

#### DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (meaning the total amount of the subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor. The subcontractor information will be provided as part of a complete Job Order Proposal.

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section

4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee. The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

The undersigned certifies that it and all subcontractor(s) it will use to perform Work will be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

#### ADDENDA

This bid includes: Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

#### AFFIDAVIT

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

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

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

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

If the Bid Proposal is submitted through ePro the undersigned acknowledges that its electronic signature(s) is legally binding.

Check One:    ☐ Sole Proprietor; ☐ Partnership;    ☐ Corporation; ☐ Other

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor's License No.: \_\_\_\_\_ Primary Class: \_\_\_\_\_

Expiration Date of Contractor's License \_\_\_\_\_

Contractor's DIR Registration # \_\_\_\_\_

I declare under penalty of perjury the above is true and correct.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## NONCOLLUSION DECLARATION

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

## NONCOLLUSION DECLARATION

### TO BE EXECUTED BY EACH SUBCONTRACTOR

### AND SUBMITTED PRIOR TO CONTRACT AWARD

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid or of any other bid, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusion or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

Signed: \_\_\_\_\_

Title: \_\_\_\_\_





Contract Number

SAP Number

## Real Estate Services Department – Project Management Division

Department Contract Representative  
Telephone Number

Kevin Ryan  
(909) 387-5000

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

### IT IS HEREBY AGREED AS FOLLOWS:

#### I. CONTRACT DOCUMENTS

The complete contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids (Project No. **XX**), dated **Month,Day,Year**.
- B. Bidder's Proposal, dated **Month,Day,Year**.
- C. General Conditions for Job Order Contracts dated February 7, 2018.
- D. Bid Documents entitled "**(enter category)** Job Order Contractor".
- E. Technical Specifications dated **Month, Year**
- F. Construction Task Catalog dated **Month, Year**
- G. Job Order Contracting (JOC) System License and Fee Agreement
- H. Individual Job Orders.
- I. Certified copy of the record of action of the Board of Supervisors, County of San Bernardino, and meeting of **Month,Day,Year**.

And they are included in their entirety as a part of this Contract by reference thereto. The Contract Documents are intended to be complementary. Work required by one of the above documents and not by others shall be performed as if required by all. Failure to comply with requirements of Contract Documents may result in disqualification under

future Requests for Prequalification for the County of San Bernardino Job Order Contract Program or award of a future San Bernardino County Job Order Contract.

## **II. CONTRACTOR RESPONSIBILITIES**

- A. In consideration of the payments and agreements set forth in this document, Contractor shall, at Contractor's cost and expense, perform all the Work and furnish all the materials in accordance with the Contract Documents, except those stated in the specifications to be furnished by the County, necessary to construct and complete in a good and workmanlike manner, to the satisfaction of County, the entire Work for the project titled "(Enter Category) Job Order Contract".
- B. Contractor shall accept the Job Order Price Proposal, as identified in each individual Job Order, as full compensation for furnishing all materials and for performing all the Work contemplated and embraced in this Contract and each Detailed Scope of Work; also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the County, and for all risks of every description connected with the Work; and also for all expenses incurred by or in consequence of the suspension or discontinuance of Work and for well and faithfully completing the Work in accordance with the Contract Documents.
- C. Contractor shall execute the Job Order Contracting (JOC) System License and Fee Agreement with The Gordian Group, Inc., dba The Mellon Group (Gordian) prior to the execution of this Contract with the County. Contractor shall comply with all terms of the JOC System License and Fee Agreement, including the payment of the license fee equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document issued to the Contractor by the County. In the event Contractor's JOC System License and Fee Agreement with Gordian is terminated, the County has the immediate right to terminate this Contract with Contractor, at County's sole discretion. In the event the County terminates the Contract under this provision, the County will owe Contractor only for work actually performed under an approved Job Order.

## **III. CONTRACTOR GENERAL RESPONSIBILITIES**

### **A. Legality and Severability**

The parties actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

### **B. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

### **C. Representation of the County**

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

### **D. Contractor Primary Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days or as otherwise required under Contract Documents. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**E. Change of Address**

Contractor shall notify the County, in writing, of any change in mailing address and/or physical location within ten (10) calendar days of the change, and shall immediately notify County of changes in telephone or fax numbers.

**F. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by the Contractor either in whole or in part.

**G. Contract Modifications**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and the County. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

**H. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance requirements of this Contract.

**I. Venue**

The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino, California. The Parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**J. Licenses, Permits and Certifications**

Contractor will ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and all municipal laws, ordinances, rules, and regulations, including California Office of Statewide Health Planning and Development (OSHPD). The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit and/or certifications may result in immediate termination of this Contract.

**K. Labor Laws**

1. The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the Work.
2. The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, Contractor will be required to secure the payment of compensation to Contractor's employees.
3. The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.
4. The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing is held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare

and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Real Estate Services Department, or his/her designee. The statement shall then be sent to the general contractor, who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

5. Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; alien labor; the eight-hour day; overtime, Saturday, Sunday and holiday Work; retention and inspection of payroll records; workers compensation; and payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
6. In accordance with the Labor Code, prevailing wage rate determinations are provided for the Work to be done under this Contract. Updated wage rates will be made available to the Contractor, who shall pay not less than these rates. The Contractor can download updated wage rates at <http://www.dir.ca.gov/dlsr/pwd/Southern.html>.
7. When the State Labor Code minimum wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wage rates per each work classification will prevail.
8. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
9. By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code state in part: "For purposes of this paragraph 'construction' includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection and land surveying work". If the Work being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.
10. Contractor agrees to comply with the American Disability Act of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the American Disabilities Act.

11. Contractor agrees to comply and certify compliance with the Drug Free Workplace Act of 1990 per Government Code section 8350 et seq.
12. During the term of the Contract, Contractor shall not willfully 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, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
13. Contractor agrees to comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
  - a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
  - c. This project is subject to compliance monitoring and enforcement by the DIR.
  - d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects (Job Orders) issued on or after April 1, 2015, and for all public works projects (Job Orders), new or ongoing, on or after January 1, 2016.
    - i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - ii. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
    - iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.
14. As required by Labor Code section 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**L. Work Paid for in Whole or Part Using Federal Funds**

If Federal funds are used in whole or in part to pay for any individual Job Order the Contractor agrees to comply with the following requirements:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). The prime contractor and all subcontractors are required to pay their laborers and mechanics employed under this contract, a wage not less than the minimum wage for the work classification as specified in both the Federal and State wage decisions. The

higher of the two applicable wage classifications, either State prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all work under this contract. The prime contractor is responsible for ensuring subcontractor compliance with Davis-Bacon and Related Acts Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this Project.

3. Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
4. All other terms and conditions connected to the Federal Funds as detailed in individual Job Orders.

**M. Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

**N. Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**O. Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contractor if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**P. Employment of Former County Officials**

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

**Q. Material Misrepresentations/Misrepresentation**

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

**R. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Contract, subject to other requirements in this Contract. Unless otherwise directed by the County, Contractor may retain copies of such items.

**S. Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

**T. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**U. Damage to County Property, Facilities, Buildings or Grounds**

The Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

**V. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.



The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees/subcontractors are determined by the County not to be in compliance with above.

**W. Records**

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

**X. Safety Orders**

Contractor agrees to conform to safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

**Y. Contractor Debarment**

The Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System ([www.epls.gov](http://www.epls.gov)). Contractor agrees that signing this Contract shall constitute signature of this Certification.

**Z. Iran Contracting Act Of 2010**

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

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

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

**AA. Bonds**

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the potential Maximum Contract Value of the Contract, and a faithful performance bond in an amount equal to one hundred percent (100%) of the potential Maximum Contract Value of the Contract, said bonds to



be secured from a surety company satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one (1) year. The bonds will meet all requirements as stated in the General Conditions.

## **BB. Indemnification**

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

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

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

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

subcontractors as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Section.

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

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

## **CC. Insurance Requirements**

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:

### **1. Insurance Specifications:**

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

If Contractor has no employees, it may certify or warrant to the County that 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.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto).

The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) 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.

- d. Continued Products/Completed Operations Liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following Substantial Completion of the work on projects over one million (\$1,000,000).
  - e. Subcontractor Insurance Requirements - The Contractor agrees to require all parties or Subcontractor, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Section III, Paragraph CC and the insurance specifications for all contracts in Section III, Paragraph CC (including waiver of subrogation rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.
  - f. Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.
  - g. 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.
  - h. Environmental Contracts - In addition to the Basic Requirements/Specifications for all Contracts, any Job Order that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:
    - i. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.
    - ii. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
2. Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. 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 subcontractor. 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.

4. 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.

5. 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.

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

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

8. 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.

9. 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.

10. 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.

#### **IV. COUNTY RESPONSIBILITIES**

- A. County employs Contractor to provide the materials and to do the Work according to the terms and conditions referred to in this document for the amount identified in each individual Job Order, payable in the manner and upon the conditions set forth in this document.
- B. The County will not be responsible for Contractor's supplies, equipment, material, or personal belongings that may be damaged, lost, or stolen.

## V. FISCAL PROVISIONS

- A. The contract is a competitively bid, firm fixed priced indefinite quantity contract. It includes an ongoing series of individual Projects, detailed repair and construction tasks and specifications, at different locations throughout the County. The bid documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of buildings, structures, or other real property. Ordering is accomplished by the issuance of a Job Order against the Contract. There is no Minimum Contract Value. Contractor acknowledges that there is no minimum value for individual Job Orders issued under this Contract. The potential Maximum Contract Value is \$X,XXX,XXX. The Contractor shall perform all Work required, necessary, and proper for or incidental to completing the Work called for in each individual Job Order issued against this Unit Price Contract using the (enter category) Construction Task Catalog® (CTC) and Technical Specifications incorporated herein using the following adjustment factors:

**Zone 1, Adjustment Factor 1:** Contractor shall perform any and all functions called for in the Contract during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

**Zone 1, Adjustment Factor 2:** Contractor shall perform any and all functions called for in the Contract during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

**Zone 1, Adjustment Factor 3:** Contractor shall perform any or all functions called for in the Contract and will be required to respond within 24 Hours, upon notification; during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

X.XXXX

Utilize four decimal places

**Zone 1, Adjustment Factor 4:** Contractor shall perform any or all functions called for in the Contract for Restricted Area Projects, such as Sheriff's Stations, Jails, Hospitals, and California Office of Statewide Health Planning and Development (OSHPD) Facilities, during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM

to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

**X.XXXX**

Utilize four decimal places

**Zone 2, Adjustment Factor 5:** Contractor shall perform any or all functions called for in the Contract during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

**X.XXXX**

Utilize four decimal places

**Zone 2, Adjustment Factor 6:** Contractor shall perform any or all functions called for in the Contract during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

**X.XXXX**

Utilize four decimal places

**Zone 2, Adjustment Factor 7:** Contractor shall perform any or all functions called for in the Contract and will be required to respond within 24 Hours, upon notification; during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

**X.XXXX**

Utilize four decimal places

**Zone 2, Adjustment Factor 8:** Contractor shall perform any or all functions called for in the Contract for Restricted Area Projects, such as Sheriff's Stations, Jails, Hospitals, and California Office of Statewide Health Planning and Development (OSHPD) Facilities, during Normal Working Hours (7:00AM to 5:00PM Monday through Friday) and during Other Than Normal Working Hours (5:01PM to 6:59AM Monday through Friday, Saturday, Sunday and County holidays) in the quantities specified in individual Job Orders against this contract for the unit price sum specified in the CTC multiplied times the adjustment factor of:

**X.XXXX**

Utilize four decimal places

- B. Contractor will provide invoices as detailed in the General Conditions. All invoices shall have attached a Job Order that has been signed by the site Building Maintenance Supervisor, or his designee, to verify that the work has been done. Invoices received without the proper Job Order attached will not be paid.
- C. Payments will be as described in the General Conditions and shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety-five percent (95%) of each Job Order at time of completion of each Job Order. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment

request. Final payment, if undisputed, is to be made sixty (60) days subsequent to filing of Notice of Completion or Final Acceptance of the Work by County.

- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

## **VI. RIGHT TO MONITOR AND AUDIT**

### **A. Right to Monitor**

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

In the event the County determines that Contractor's performance of its duties or other terms of this contract are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Contractor under this contract or otherwise.

### **B. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **VII. CORRECTION OF PERFORMANCE DEFICIENCIES**

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - 3. Withhold funds pending duration of the breach; and/or
  - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  - 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any



sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## VIII. TERM

This Contract is effective as of **Day,Month,Year** and expires **Day,Month,Year** but may be terminated earlier in accordance with provisions of this Contract. Contractor shall complete Work within the time specified in the individual Job Orders. Job Orders issued prior to, but not completed, by the expiration of the Contract period will be completed with all provisions of this Contract still in force.

## IX. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: **Name**  
**Address**

County: Deputy Director  
Real Estate Services Department – Project Management Division  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- D. No waiver of any of the provisions of the Contract shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- F. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws.
- G. This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.
- H. Time is of the essence in performance of this Contract and of each of its provisions.
- I. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party,



shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

- J. 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 the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
- K. All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.
- L. The Director of the Real Estate Services Department shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Work by Contractor. The County of San Bernardino Board of Supervisors must approve all amendments to this Contract.

#### **X. CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

#### **XI. CONCLUSION**

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

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

SAN BERNARDINO COUNTY

►

Curt Hagman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Deputy

Address

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►  
Katherine Hardy, Deputy County Counsel

►  
Kevin Ryan, Assistant Director

Date

Date

Date

NOT FOR BID

## **CONTRACTOR'S AFFIDAVIT AND FINAL RELEASE**

This is to certify that \_\_\_\_\_ hereinafter  
"the undersigned", declares to the County of San Bernardino hereinafter "the  
County", under oath, that it has paid in full for all materials, supplies, labor,  
services, tools, equipment and all other bills contracted for by the undersigned or  
by any of the undersigned's agents, employees or subcontractors used in or  
contributing to the execution of its contract with the County with regard to the  
building, erection, construction, or repair of that certain work of improvement  
known as: \_\_\_\_\_  
situated in the City / Community of \_\_\_\_\_  
County of San Bernardino, State of California, more particularly described as  
follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The undersigned declares that it knows of no unpaid debts or claims arising out  
of said Contract which would constitute grounds for any third party to claim a stop  
notice of any unpaid sums owing to the undersigned.

Further, for valuable consideration, the receipt of which is hereby acknowledged,  
the undersigned does hereby fully release and acquit the County and all its  
agents and employees of the County, and each of them, from any and all claims,  
debts, demands, or causes of action which exist or might exist in favor of the  
undersigned by reason of the Contract executed between the undersigned and  
the County or which relate in any way to the work performed by the undersigned  
with regard to the above-referenced construction project.

Further, the undersigned expressly acknowledges its awareness of and waives  
the benefits of paragraph 1542 of the Civil Code of the State of California which  
provides: "A general release does not extend to claims which the creditor does  
not know or suspect to exist in his favor at the time of executing the release,  
which if known by him must have materially affected his settlement with the  
debtor."

This release is intended to be a full and general release of any and all claims  
which the undersigned now has or may, in the future, have against the County  
and/or its agents and employees with regard to any matter arising from the  
construction of the above-referenced project of the contract between the County  
and the Contractor with respect thereto whether such claims are now known or  
unknown, or are suspected or unsuspected.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name  
Title: \_\_\_\_\_  
Name of Entity: \_\_\_\_\_

CONTRACT BOND

BOND NUMBER \_\_\_\_\_

PUBLIC WORK

EFFECTIVE DATE \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we,

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_, as Principal  
(Principal's Address)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Surety's Address)

a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and authorized to transact surety business in the State of California, as Surety, are held  
and firmly bound unto the County of San Bernardino in the penal sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), lawful money  
of the United States of America, for the payment whereof, well and truly to be made, we  
hereby bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered  
into a contract dated \_\_\_\_\_, 20\_\_, (the "Contract") with the County of  
San Bernardino to do and perform the following work, to-wit:

Project Name:

Project #:

Now, therefore if the hereby Principal, his, her or its heirs, executors, administrators,  
successors or assigns, shall in all things stand to and abide by, and well and truly keep  
and perform the covenants, conditions and agreements in the Contract and any  
alteration thereof made as therein provided, on his, her or their part to be kept and  
performed at the time and in the manner therein specified, and in all respects according  
to their true intent and meaning and shall indemnify, defend and hold harmless the  
County of San Bernardino and its officers, agents, and employees, as therein stipulated,  
then this obligation shall become and be null and void; otherwise it shall be and remain  
in full force and effect.

If the said Principal shall fail to perform the work contracted to be performed the Surety, upon written demand of the County of San Bernardino, shall perform the work in conformance with the Contract Documents.

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by its undersigned representative(s) pursuant to authority of its governing body.

(Seal)

Principal  
(Have Signature(s) Notarized)

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

(Seal)

Surety  
(Have Signature Notarized and  
Attach Power of Attorney)

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

CONTRACT BOND

BOND NUMBER \_\_\_\_\_

PUBLIC WORK

EFFECTIVE DATE \_\_\_\_\_

PAYMENT BOND  
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS: That we,

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Principal's Address)

as Principal

and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Surety's Address)

a corporation organized and existing under the laws of the State of \_\_\_\_\_,  
and authorized to transact surety business in the State of California, as Surety, are held  
and firmly bound unto the County of San Bernardino in the penal sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money  
of the United States of America, for the payment whereof, well and truly to be made, we  
hereby bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has entered  
into a contract dated \_\_\_\_\_, 20\_\_, (the "Contract") with the County of  
San Bernardino to do and perform the following work, to-wit:

Project Name:

Project #:

Now, therefore, if the hereby bounded Principal, his, her or its heirs, executors,  
administrators, successors or assigns or subcontractors shall fail to pay any of the  
persons named in California Civil Code section 9100, or amounts due under the California  
Unemployment Insurance Code with respect to work or labor performed under the Contract,  
or for any amounts required to be deducted, withheld, and paid over to the Employment  
Development Department from the wages of employees of the Principal and subcontractors  
pursuant to section 13020 of the California Unemployment Insurance Code with respect to  
the work and labor, that Surety will pay for the same, and also, in case suit is brought upon  
the bond, a reasonable attorney's fee, to be fixed by the court.

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have caused this bond to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by its undersigned representative(s) pursuant to authority of its governing body.

Principal

*(Have Signature(s) Notarized)*

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

Surety

*(Have Signature Notarized and  
Attach Power of Attorney)*

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

(Seal)

(Seal)

# BID BOND

CONTRACTOR TO  
SUBMIT SURETY FORM  
FROM BID BOND FIRM  
AT TIME OF BID.



# General Prevailing Wage Determinations: 2021-1 Journeyman Determinations

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

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

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

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

+ Includes shift pay determinations.

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

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

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

## General Prevailing Wage Determinations: 2021-1 Journeyman Determinations

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

+ Includes shift pay determinations.

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

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

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

## General Prevailing Wage Determinations: 2021-1 Journeyman Determinations

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

+ Includes shift pay determinations.

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

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

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

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<sup>#</sup>**

**Determination:**

SC-3-5-1-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

July 4, 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, Orange, 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	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	\$45.39 <sup>a</sup>	\$10.78 <sup>b</sup>	\$8.12 <sup>c</sup>	\$3.42	\$1.49	\$0.00	8.0	\$69.20	\$91.895 <sup>d</sup>	\$114.59	\$91.895 <sup>e</sup>	\$114.59	\$114.59 <sup>f</sup>

**Determination:**

SC-3-5-3-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

July 4, 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.

**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	\$21.34 <sup>g</sup>	\$5.78 <sup>h</sup>	\$6.17	\$0.00	\$0.82	\$0.00	8.0	\$34.11	\$44.78	\$0.00	\$44.78	\$0.00	\$44.78 <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> \$159.98 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 \$0.06 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> \$76.79 per hour for work on Labor Day.

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: Fire Safety and Miscellaneous Sealing**

**Determination:**  
SC-3-5-4-2020-1

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**  
August 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, 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 <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>	\$18.49	\$9.66	\$0.00	\$0.90	\$0.05	8.0	\$29.10	\$38.345	\$47.59	\$66.08
Asbestos Worker, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$23.79	\$9.66	\$0.00	\$1.26	\$0.05	8.0	\$34.76	\$46.655	\$58.55	\$82.34
Asbestos Worker, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$25.83	\$9.66	\$8.12	\$1.33	\$0.05	8.0	\$44.99	\$57.905	\$70.82	\$96.65
Asbestos Worker, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$29.97	\$9.66	\$8.12	\$1.53	\$0.05	8.0	\$49.33	\$64.315	\$79.30	\$109.27

**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	Daily and Saturday Overtime Hourly Rate (1 ½ X) <sup>f</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)	Sunday/ Holiday Overtime Hourly Rate (3 X) <sup>b</sup>
Asbestos Worker, Fire Safety Technician – Class I (0-2000 hrs) <sup>c</sup>	\$18.49	\$9.66	\$0.00	\$0.90	\$0.05	g	\$29.10	\$38.345	\$47.59	\$66.08
Asbestos Worker, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$23.79	\$9.66	\$0.00	\$1.26	\$0.05	g	\$34.76	\$46.655	\$58.55	\$82.34
Asbestos Worker, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$25.83	\$9.66	\$8.12	\$1.33	\$0.05	g	\$44.99	\$57.905	\$70.82	\$96.65
Asbestos Worker, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$29.97	\$9.66	\$8.12	\$1.53	\$0.05	g	\$49.33	\$64.315	\$79.30	\$109.27



**Determination:**

SC-204-X-18-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

August 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, 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)
Plumber, Fire Safety Technician – Class I (0-2000 hrs) <sup>c</sup>	\$19.67	\$8.10	\$0.00	\$0.00	\$0.10	\$1.25	8.0	\$29.12	\$38.955	\$48.790	\$68.460
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$25.32	\$8.10	\$0.00	\$0.00	\$0.10	\$1.25	8.0	\$34.77	\$47.430	\$59.480	\$83.580
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$28.26	\$8.10	\$6.77	\$0.00	\$0.10	\$1.25	8.0	\$44.48	\$58.610	\$71.880	\$98.420
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$32.59	\$8.10	\$6.77	\$0.00	\$0.10	\$1.25	8.0	\$48.81	\$65.105	\$80.040	\$109.910

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

Classification (Journey person) (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)
Plumber, Fire Safety Technician – Class I (0-2000 hrs) <sup>c</sup>	\$20.65	\$8.10	\$0.00	\$0.00	\$0.10	\$1.25	8.0	\$30.10	\$40.425	\$50.750	\$71.400
Plumber, Fire Safety Technician – Class II (2001-4000 hrs) <sup>c</sup>	\$26.53	\$8.10	\$0.00	\$0.00	\$0.10	\$1.25	8.0	\$35.98	\$49.245	\$61.900	\$87.210
Plumber, Fire Safety Technician – Class III (4001-6000 hrs) <sup>c</sup>	\$29.59	\$8.10	\$6.77	\$0.00	\$0.10	\$1.25	8.0	\$45.81	\$60.605	\$74.540	\$102.410
Plumber, Fire Safety Technician – Class IV (6001 or more hrs) <sup>c</sup>	\$34.08	\$8.10	\$6.77	\$0.00	\$0.10	\$1.25	8.0	\$50.30	\$67.340	\$83.020	\$114.380

**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> 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.

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

**Determination:**

SC-23-31-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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 (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 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)	\$43.76	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.32	\$88.20	\$88.20	\$110.08
Carpenter <sup>f g</sup> , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer (Area 2)	\$43.19	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$65.75	\$87.345	\$87.345	\$108.94

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 ½ X) <sup>d</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Pile Driveman <sup>h</sup> , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	\$43.89	\$8.00	\$5.41	\$7.09	\$0.57	\$1.49	8.0	\$66.45	\$88.395	\$88.395	\$110.34
Bridge Carpenter <sup>f</sup>	\$43.89	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.45	\$88.395	\$88.395	\$110.34
Shingler (Area 1) <sup>f</sup>	\$43.89	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.45	\$88.395	\$88.395	\$110.34
Shingler (Area 2) <sup>f</sup>	\$43.33	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$65.89	\$87.555	\$87.555	\$109.22
Saw Filer (Area 1)	\$43.85	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.41	\$88.335	\$88.335	\$110.26
Saw Filer (Area 2)	\$43.19	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$65.75	\$87.345	\$87.345	\$108.94
Table Power Saw Operator (Area 1)	\$43.86	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.42	\$88.35	\$88.35	\$110.28
Table Power Saw Operator (Area 2)	\$44.29	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.85	\$88.995	\$88.995	\$111.14
Pneumatic Nailer or Power Stapler (Area 1)	\$44.01	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.57	\$88.575	\$88.575	\$110.58
Pneumatic Nailer or Power Stapler (Area 2)	\$43.45	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.01	\$87.735	\$87.735	\$109.46
Roof Loader of Singles (Area 1)	\$31.13	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$53.69	\$69.255	\$69.255	\$84.82
Roof Loader of Shingler (Area 2)	\$31.08	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$53.64	\$69.18	\$69.18	\$84.72
Scaffold Builder	\$34.96	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$57.52	\$75.00	\$75.00	\$92.48
Millwright <sup>f</sup>	\$44.26	\$8.00	\$5.41	\$7.09	\$0.62	\$1.64	8.0	\$67.02	\$89.15	\$89.15	\$111.28
Head Rockslinger	\$43.99	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.55	\$88.545	\$88.545	\$110.54
Rock Bargeman or Scowman	\$43.79	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.35	\$88.245	\$88.245	\$110.14
Diver, Wet (Up To 50 Ft. Depth) <sup>i</sup>	\$95.78 <sup>j</sup>	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$118.34	\$166.23	\$166.23	\$214.12
Diver, (Stand-By) <sup>i</sup>	\$47.89 <sup>j</sup>	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$70.45	\$94.395	\$94.395	\$118.34
Diver's Tender <sup>i</sup>	\$46.89	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$69.45	\$92.895	\$92.895	\$116.34
Assistant Tender (Diver's) <sup>i</sup>	\$43.89	\$8.00	\$5.41	\$7.09	\$0.62	\$1.44	8.0	\$66.45	\$88.395	\$88.395	\$110.34

**Determination:**

SC-31-741-1-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

May 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.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Training	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) <sup>k</sup>	Holiday Overtime Hourly Rate (2 X)
Terrazzo Installer	\$40.84	\$8.00	\$5.41	\$4.59	\$0.57	8.0	\$59.41	\$79.83	\$79.83	\$100.25
Terrazzo Finisher	\$34.34	\$8.00	\$5.41	\$4.59	\$0.57	8.0	\$52.91	\$70.08	\$70.08	\$87.25

**Recognized holidays:**

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

<sup>c</sup> Includes an amount for Annuity.

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- <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 used 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.

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, 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	\$22.00	\$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 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> 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 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: Fence Builder (Carpenter)#**

**Determination:**

SC-23-31-20-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	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	\$40.26	\$8.00	\$5.25	\$6.09	\$0.62	\$0.76	8.0	\$60.98	\$81.11	\$81.11	\$101.24

**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-23-63-2-2020-2B

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$49.60	8	\$78.59	\$103.390	\$103.390	\$128.19
Group 2	\$50.38	8	\$79.37	\$104.560	\$104.560	\$129.75
Group 3	\$50.67	8	\$79.66	\$104.995	\$104.995	\$130.33
Group 4	\$50.81	8	\$79.80	\$105.205	\$105.205	\$130.61
Group 5	\$51.03	8	\$80.02	\$105.535	\$105.535	\$131.05
Group 6	\$51.14	8	\$80.13	\$105.700	\$105.700	\$131.27
Group 7	\$51.26	8	\$80.25	\$105.880	\$105.880	\$131.51
Group 8	\$51.43	8	\$80.42	\$106.135	\$106.135	\$131.85
Group 9	\$51.60	8	\$80.59	\$106.390	\$106.390	\$132.19
Group 10	\$52.60	8	\$81.59	\$107.890	\$107.890	\$134.19
Group 11	\$53.60	8	\$82.59	\$109.390	\$109.390	\$136.19
Group 12	\$54.60	8	\$83.59	\$110.890	\$110.890	\$138.19
Group 13	\$55.60	8	\$84.59	\$112.390	\$112.390	\$140.19

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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-23-63-2-2020-2B1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties.

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

Classification (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	\$50.10	8	\$79.09	\$104.140	\$104.140	\$129.19
Group 2	\$50.88	8	\$79.87	\$105.310	\$105.310	\$130.75
Group 3	\$51.17	8	\$80.16	\$105.745	\$105.745	\$131.33
Group 4	\$51.31	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 5	\$51.53	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 6	\$51.64	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 7	\$51.76	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 8	\$51.93	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 9	\$52.10	8	\$81.09	\$107.140	\$107.140	\$133.19
Group 10	\$53.10	8	\$82.09	\$108.640	\$108.640	\$135.19
Group 11	\$54.10	8	\$83.09	\$110.140	\$110.140	\$137.19
Group 12	\$55.10	8	\$84.09	\$111.640	\$111.640	\$139.19
Group 13	\$56.10	8	\$85.09	\$113.140	\$113.140	\$141.19

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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-23-63-2-2020-2B2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	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	\$50.60	8	\$79.59	\$104.890	\$104.890	\$130.19
Group 2	\$51.38	8	\$80.37	\$106.060	\$106.060	\$131.75
Group 3	\$51.67	8	\$80.66	\$106.495	\$106.495	\$132.33
Group 4	\$51.81	8	\$80.80	\$106.705	\$106.705	\$132.61
Group 5	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 6	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 7	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 8	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 9	\$52.60	8	\$81.59	\$107.890	\$107.890	\$134.19
Group 10	\$53.60	8	\$82.59	\$109.390	\$109.390	\$136.19
Group 11	\$54.60	8	\$83.59	\$110.890	\$110.890	\$138.19
Group 12	\$55.60	8	\$84.59	\$112.390	\$112.390	\$140.19
Group 13	\$56.60	8	\$85.59	\$113.890	\$113.890	\$142.19

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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

#### **Group 2**

Truck Crane Oiler

#### **Group 3**

A-Frame or Winch Truck Operator  
Ross Carrier Operator (Jobsite)

#### **Group 4**

Bridge-Type Unloader and Turntable Operator  
Helicopter Hoist Operator  
Snobble Unit (pin-n-go or similar type)

#### **Group 5**

Hydraulic Boom Truck/Knuckleboom  
Stinger Crane (Austin-Western or similar type)  
Tugger Hoist Operator (1 drum)

#### **Group 6**

Bridge Crane Operator  
Cretor Crane Operator  
Hoist Operator (Chicago Boom and similar type)  
Lift Mobile Operator  
Lift Slab Machine Operator (Vagtborg and similar types)  
Material Hoist and/or Manlift Operator  
Polar Gantry Crane Operator  
Prentice Self-Loader  
Self Climbing Scaffold (or similar type)

Shovel, Dragline, Clamshell Operator (over  $\frac{3}{4}$  yd and up to 5 cu yds, M.R.C.)

Silent Piler

Tugger Hoist Operator (2 drum)

#### **Group 7**

Pedestal Crane Operator  
Shovel, Dragline, Clamshell Operator (over 5 cu yds, M.R.C.)  
Tower Crane Repairman  
Tugger Hoist Operator (3 drum)

#### **Group 8**

Crane Operator (up to and including 25 ton capacity)  
Crawler Transporter Operator  
Derrick Barge Operator (up to and including 25 ton capacity)  
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)  
Shovel, Dragline, Clamshell Operator (over 7 cu yds M.R.C.)

#### **Group 9**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C.)  
Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)  
Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.)

K-Crane

Polar Crane Operator

Self Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons

### Group 10

ABI/Fundex Machine

Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C.)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Shovel, Dragline, Clamshell Operator (over 10 cu. 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. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive two dollars per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.

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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> 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: TUNNEL (OPERATING ENGINEER) #**

**Determination:**

SC-23-63-2-2020-2C

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$50.10	8	\$79.09	\$104.140	\$104.140	\$129.19
Group 2	\$50.88	8	\$79.87	\$105.310	\$105.310	\$130.75
Group 3	\$51.17	8	\$80.16	\$105.745	\$105.745	\$131.33
Group 4	\$51.31	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 5	\$51.53	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 6	\$51.64	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 7	\$51.76	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 8	\$53.11	8	\$82.10	\$108.655	\$108.655	\$135.21
Group 9	\$52.06	8	\$81.05	\$107.080	\$107.080	\$133.11

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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: TUNNEL (OPERATING ENGINEER) (MULTI-SHIFT) #**

**Determination:**

SC-23-63-2-2020-2C1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$50.10	7.5	\$79.09	\$104.140	\$104.140	\$129.19
Group 2	\$50.88	7.5	\$79.87	\$105.310	\$105.310	\$130.75
Group 3	\$51.17	7.5	\$80.16	\$105.745	\$105.745	\$131.33
Group 4	\$51.31	7.5	\$80.30	\$105.955	\$105.955	\$131.61
Group 5	\$51.53	7.5	\$80.52	\$106.285	\$106.285	\$132.05
Group 6	\$51.64	7.5	\$80.63	\$106.450	\$106.450	\$132.27
Group 7	\$51.76	7.5	\$80.75	\$106.630	\$106.630	\$132.51
Group 8	\$53.11	7.5	\$82.10	\$108.655	\$108.655	\$135.21
Group 9	\$52.06	7.5	\$81.05	\$107.080	\$107.080	\$133.11

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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**

Heavy Duty Repairman Helper

#### **Group 2**

Skiploader (wheel type up to  $\frac{3}{4}$  yd. without attachment)

#### **Group 3**

Chainman

Power-Driver Jumbo Form Setter Operator

#### **Group 4**

Dinkey Locomotive or Motorman (up to and including 10 tons)

Rodman

#### **Group 5**

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30 tons)

Welder-General

#### **Group 6**

Backhoe Operator (up and including  $\frac{3}{4}$  yd.) Small Ford, Case or similar types

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator (1/4 yd rubber tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)

Pneumatic Heading Shield (Tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

#### **Group 7**

Heavy Duty Repairman-Welder Combination

#### **Group 8**

Party Chief

#### **Group 9**

Tunnel Mole Boring Machine Operator

## 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.

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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> For classifications within each group, see Page 3.

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

<sup>c</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

<sup>d</sup> Includes an amount for Annuity.

<sup>e</sup> Includes an amount withheld for supplemental dues.

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

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER<sup>#</sup>**

**Determination:**

SC-23-63-2-2020-2D

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$49.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.02	\$102.535	\$102.535	\$127.05
Group 2	\$50.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.80	\$105.205	\$105.205	\$130.61
Group 3	\$52.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$81.80	\$108.205	\$108.205	\$134.61

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

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER#  
(SPECIAL SHIFT)**

**Determination:**  
SC-23-63-2-2020-2D1

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**  
June 30, 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, 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	\$49.53	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$78.52	\$103.285	\$103.285	\$128.05
Group 2	\$51.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 3	\$53.31	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.30	\$108.955	\$108.955	\$135.61

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

**CRAFT: BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER#  
(MULTI-SHIFT)**

**Determination:**  
SC-23-63-2-2020-2D2

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**  
June 30, 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, 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	\$50.03	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$79.02	\$104.035	\$104.035	\$129.05
Group 2	\$51.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$80.80	\$106.705	\$106.705	\$132.61
Group 3	\$53.81	\$11.85	\$12.15	\$3.55	\$1.05	\$0.39	8	\$82.80	\$109.705	\$109.705	\$136.61

**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**

- 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>).

<sup>a</sup> For classifications within each group, see Page 4.

<sup>b</sup> Includes an amount for Annuity.

<sup>c</sup> Includes an amount withheld for supplemental dues.

<sup>d</sup> Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

<sup>e</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.



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<sup>#</sup>**

**Determination:**

SC-23-63-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$48.25	8	\$77.24	\$101.365	\$101.365	\$125.49
Group 2	\$49.03	8	\$78.02	\$102.535	\$102.535	\$127.05
Group 3	\$49.32	8	\$78.31	\$102.970	\$102.970	\$127.63
Group 4	\$50.81	8	\$79.80	\$105.205	\$105.205	\$130.61
Group 6	\$51.03	8	\$80.02	\$105.535	\$105.535	\$131.05
Group 8	\$51.14	8	\$80.13	\$105.700	\$105.700	\$131.27
Group 10	\$51.26	8	\$80.25	\$105.880	\$105.880	\$131.51
Group 12	\$51.43	8	\$80.42	\$106.135	\$106.135	\$131.85
Group 13	\$51.53	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 14	\$51.56	8	\$80.55	\$106.330	\$106.330	\$132.11
Group 15	\$51.64	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 16	\$51.76	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 17	\$51.93	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 18	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 19	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 20	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 21	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 22	\$52.53	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 23	\$52.64	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 24	\$52.76	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 25	\$52.93	8	\$81.92	\$108.385	\$108.385	\$134.85

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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.

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-23-63-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$48.75	8	\$77.74	\$102.115	\$102.115	\$126.49
Group 2	\$49.53	8	\$78.52	\$103.285	\$103.285	\$128.05
Group 3	\$49.82	8	\$78.81	\$103.720	\$103.720	\$128.63
Group 4	\$51.31	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 6	\$51.53	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 8	\$51.64	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 10	\$51.76	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 12	\$51.93	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 13	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 14	\$52.06	8	\$81.05	\$107.080	\$107.080	\$133.11
Group 15	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 16	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 17	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 18	\$52.53	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 19	\$52.64	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 20	\$52.76	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 21	\$52.93	8	\$81.92	\$108.385	\$108.385	\$134.85
Group 22	\$53.03	8	\$82.02	\$108.535	\$108.535	\$135.05
Group 23	\$53.14	8	\$82.13	\$108.700	\$108.700	\$135.27
Group 24	\$53.26	8	\$82.25	\$108.880	\$108.880	\$135.51
Group 25	\$53.43	8	\$82.42	\$109.135	\$109.135	\$135.85

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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.

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-23-63-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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 <sup>f</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>b</sup> (1½ x)	Saturday Overtime Hourly Rate <sup>c</sup> (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$49.25	8	\$78.24	\$102.865	\$102.865	\$127.49
Group 2	\$50.03	8	\$79.02	\$104.035	\$104.035	\$129.05
Group 3	\$50.32	8	\$79.31	\$104.470	\$104.470	\$129.63
Group 4	\$51.81	8	\$80.80	\$106.705	\$106.705	\$132.61
Group 5	\$51.91	8	\$80.90	\$106.855	\$106.855	\$132.81
Group 6	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 7	\$52.13	8	\$81.12	\$107.185	\$107.185	\$133.25
Group 8	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 9	\$52.24	8	\$81.23	\$107.350	\$107.350	\$133.47
Group 10	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 11	\$52.36	8	\$81.35	\$107.530	\$107.530	\$133.71
Group 12	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 13	\$52.53	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 14	\$52.56	8	\$81.55	\$107.830	\$107.830	\$134.11
Group 15	\$52.64	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 16	\$52.76	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 17	\$52.93	8	\$81.92	\$108.385	\$108.385	\$134.85
Group 18	\$53.03	8	\$82.02	\$108.535	\$108.535	\$135.05
Group 19	\$53.14	8	\$82.13	\$108.700	\$108.700	\$135.27
Group 20	\$53.26	8	\$82.25	\$108.880	\$108.880	\$135.51

Group 21	\$53.43	8	\$82.42	\$109.135	\$109.135	\$135.85
Group 22	\$53.53	8	\$82.52	\$109.285	\$109.285	\$136.05
Group 23	\$53.64	8	\$82.63	\$109.450	\$109.450	\$136.27
Group 24	\$53.76	8	\$82.75	\$109.630	\$109.630	\$136.51
Group 25	\$53.93	8	\$82.92	\$109.885	\$109.885	\$136.85

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension <sup>d</sup>	\$12.15
Vacation and Holiday <sup>e</sup>	\$3.55
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

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)  
Skiploader (Wheel type up to  $\frac{3}{4}$  yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

### Group 3

Asphalt Rubber Blend Operator  
Bobcat or similar type (Skid Steer, with all attachments)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

### Group 4

Asphalt Plant Fireman  
Backhoe Operator (mini-max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator (small portable)  
Drilling Machine Operator, Small Auger types (Texoma Super Economatic, or similar types – Hughes 100 or 200, or similar types – drilling depth of 30 maximum)  
Equipment Greaser (grease truck)  
Excavator Track/Rubber-Tired-with all attachments (Operating weight under 21,000 lbs)  
Guard Rail Post Driver Operator  
Highline Cableway Signalman  
Hydra-Hammer-Aero Stomper  
Hydraulic Casing Oscillator Operator – drilling depth of 30' maximum  
Micro Tunneling Operator (above ground tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power – Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (compacting)  
Screed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 6 ft.)  
Vacuum or Muck Truck

### Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

### Group 6

Articulating Material Hauler  
Asphalt Plant Engineer  
Batch Plant Operator  
Bit Sharpener  
Concrete Joint Machine Operator (canal and similar type)  
Concrete Placer Operator  
Concrete Planer Operator  
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. struck)  
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. 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  
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  
Gradall Operator  
Grouting Machine Operator  
Heavy Duty Repairman/Pump Installer  
Heavy Equipment Robotics Operator  
Hydraulic Casing Oscillator Operator – drilling depth  
of 60' maximum  
Hydraulic Operated Grout Plant (excludes hand  
loading)  
Kalamazoo Ballast Regulator or similar type  
Klemm Drill Operator or similar types  
Kolman Belt Loader and similar type  
Le Tourneau Blob Compactor or similar type  
Lo Drill  
Loader Operator (Athey, Euclid, Sierra and similar  
types)  
Master Environmental Maintenance Mechanic  
Mobark Chipper or similar types  
Ozzie Padder or similar types  
P.C. 490 Slot Saw  
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, 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 (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 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 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

**Group 9 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman (Multi-Shift)

**Group 10**

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 ½ yds.)

Welder – Certified

Woods Mixer Operator (and similar pugmill equipment)

**Group 11 (for multi-shift rate, see Pages 5 and 6)**

Heavy Duty Repairman – Welder Combination (Multi-Shift)

Welder – Certified (Multi-Shift)

**Group 12**

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum)

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 cu. 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.

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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> For classifications within each group, see Pages 7 through 11.

<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: Laborer and Related Classifications #**

**Determination:**

SC-23-102-2-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$36.39	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$59.88	\$78.075	\$78.075	\$96.27
Group 2	\$36.94	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$60.43	\$78.900	\$78.900	\$97.37
Group 3	\$37.49	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$60.98	\$79.725	\$79.725	\$98.47
Group 4	\$39.04	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$62.53	\$82.050	\$82.050	\$101.57
Group 5	\$39.39	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$62.88	\$82.575	\$82.575	\$102.27

**Classification Groups:**

**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  
Tarmen and Mortar Man  
Tool Crib or Tool House Laborer  
Traffic Control by any method  
Water Well Driller Helper  
Window Cleaner  
Wire Mesh Pulling - All Concrete Pouring Operations

**Group 2**

Asphalt Shoveler  
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
Cesspool Digger and Installer  
Chucktender  
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks  
Concrete Curer-Impervious Membrane and Form Oiler  
Cutting Torch Operator (Demolition)  
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction  
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man  
Guinea Chaser  
Headerboard Man-Asphalt  
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt  
Laborer, Packing Rod Steel and Pans  
Membrane Vapor Barrier Installer  
Power Broom Sweepers (small)  
Riprap, Stonepaver, placing stone or wet sacked concrete  
Roto Scraper and Tiller  
Sandblaster (Pot Tender)  
Septic Tank Digger and Installer (leadman)  
Tank Scaler and Cleaner  
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders  
Underground Laborer, including Caisson Bellow

**Group 3**

Asphalt Installation of all fabrics  
Buggymobile Man  
Compactor (all types including Tampers, Barko, Wacker)  
Concrete Cutting Torch  
Concrete Pile Cutter  
Driller, Jackhammer, 2 1/2 ft. drill steel or longer  
Dri Pak-it Machine  
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out  
Impact Wrench, Multi-Plate  
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials  
Laborer, Fence Erector  
Material Hoseman (Walls, Slabs, Floors and Decks)  
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work  
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services  
Power Post Hole Digger  
Rock Slinger  
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
Steel Headerboard Man and Guideline Setter

Trenching Machine, Hand Propelled

**Group 4**

Any Worker Exposed to Raw Sewage  
Asphalt Raker, Luteman, Ironer, Asphalt  
Dumpman, and Asphalt Spreader Boxes  
(all types)

Concrete Core Cutter (walls, floors or  
ceilings), Grinder or Sander

Concrete Saw Man, Cutting Walls or Flat  
Work, Scoring old or new concrete

Cribber, Shorer, Lagging, Sheeting and  
Trench Bracing, Hand-Guided Lagging  
Hammer

Head Rock Slinger

High Scaler (including drilling of same)

Laborer, Asphalt-Rubber Distributor

Bootman

Laser Beam in connection with Laborer's  
work

Oversize Concrete Vibrator Operator, 70  
pounds and over

Pipelayer

Prefabricated Manhole Installer  
Sandblaster (Nozzleman), Water Blasting,  
Porta Shot-Blast

Subsurface Imaging Laborer

Traffic Lane Closure, certified

**Group 5**

Blasters Powderman

Driller

Toxic Waste Removal

Welding, certified or otherwise in connection  
with Laborers' work

**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> 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 (2) time.

<sup>d</sup> Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers 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-23-102-6-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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/ Holiday <sup>b</sup>	Training	Other	Hours <sup>c</sup>	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	6 <sup>th</sup> & 7 <sup>th</sup> Day Overtime Hourly Rate <sup>d</sup> (1½ x)	Holiday Overtime Hourly Rate (2 X)
Group 1	\$39.06	\$8.00	\$6.26	\$5.11	\$1.32	\$0.50	8.0	\$60.25	\$79.78	\$79.78	\$99.31
Group 2	\$40.36	\$8.00	\$6.26	\$5.11	\$1.32	\$0.50	8.0	\$61.55	\$81.73	\$81.73	\$101.91
Group 3	\$42.37	\$8.00	\$6.26	\$5.11	\$1.32	\$0.50	8.0	\$63.56	\$84.745	\$84.745	\$105.93
Group 4	\$44.11	\$8.00	\$6.26	\$5.11	\$1.32	\$0.50	8.0	\$65.30	\$87.355	\$87.355	\$109.41

**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.

**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 Assistant  
Decorative Asphalt Surfacing Applicator Assistant

**Group 2**

Traffic Surface Abrasive Blaster  
Pot Tender  
Traffic Control Person/Certified Traffic Control Person  
Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal  
Slurry Seal Squeegeeman (finisher)  
Bob Cat/Skid Steer  
Seal Roller  
Forklift

**Group 3**

Traffic Delineating Device Applicator  
Traffic Protective System Installer  
Pavement Marking Applicator

Slurry Seal Applicator Operator (Line 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-23-102-12-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$42.54	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8	\$66.03	\$87.30	\$87.30	\$108.57
Group II	\$42.86	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8	\$66.35	\$87.78	\$87.78	\$109.21
Group III	\$43.32	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8	\$66.81	\$88.47	\$88.47	\$110.13
Group IV <sup>d</sup>	\$44.01	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8	\$67.50	\$89.505	\$89.505	\$111.51

**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 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  
Vibratorman  
Jack Hammer Pneumatic Tools (except driller)

**Group III**

Blaster  
Driller  
Powderman  
Cherry Pickerman

**Group IV**

Grout Gunman  
Jackleg Miner  
Jumbo Man  
Kemper 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 Page 2.

<sup>b</sup> Includes an amount per hour worked for supplemental dues.

<sup>c</sup> All work performed over 12 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<sup>#</sup>**

**Determination:**

SC-23-203-2-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for 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	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, Texas Screed and Similar Type Screed Operator; Scoring Machine Operator	\$38.50	\$8.27	\$9.86	\$7.14	\$0.64	\$0.24	8.0	\$64.65	\$83.90	\$83.90	\$103.15
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$38.62	\$8.27	\$9.86	\$7.14	\$0.64	\$0.24	8.0	\$64.77	\$84.08	\$84.08	\$103.39
Floating and Troweling Machine Operator	\$38.75	\$8.27	\$9.86	\$7.14	\$0.64	\$0.24	8.0	\$64.90	\$84.275	\$84.275	\$103.65

**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> 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-23-261-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$32.59	8	\$63.63	\$79.93	\$79.93	\$96.22
Group II	\$32.74	8	\$63.78	\$80.15	\$80.15	\$96.52
Group III	\$32.87	8	\$63.91	\$80.35	\$80.35	\$96.78
Group IV	\$33.06	8	\$64.10	\$80.63	\$80.63	\$97.16
Group V	\$33.09	8	\$64.13	\$80.68	\$80.68	\$97.22
Group VI	\$33.12	8	\$64.16	\$80.72	\$80.72	\$97.28
Group VII	\$33.37	8	\$64.41	\$81.10	\$81.10	\$97.78
Group VIII	\$33.62	8	\$64.66	\$81.47	\$81.47	\$98.28
Group IX	\$33.82	8	\$64.86	\$81.77	\$81.77	\$98.68
Group X	\$34.12	8	\$65.16	\$82.22	\$82.22	\$99.28
Group XI	\$34.62	8	\$65.66	\$82.97	\$82.97	\$100.28

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$19.62
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	\$18.80	\$48.69	8	\$58.09	\$58.09	\$67.49
2001-4000 hours	\$20.80	\$50.94	8	\$61.34	\$61.34	\$71.74
4001-6000 hours	\$22.80	\$53.19	8	\$64.59	\$64.59	\$75.99

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$19.62
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 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: #TEAMSTER (SPECIAL SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$33.09	8	\$64.13	\$80.68	\$80.68	\$97.22
Group II	\$33.24	8	\$64.28	\$80.90	\$80.90	\$97.52
Group III	\$33.37	8	\$64.41	\$81.10	\$81.10	\$97.78
Group IV	\$33.56	8	\$64.60	\$81.38	\$81.38	\$98.16
Group V	\$33.59	8	\$64.63	\$81.43	\$81.43	\$98.22
Group VI	\$33.62	8	\$64.66	\$81.47	\$81.47	\$98.28
Group VII	\$33.87	8	\$64.91	\$81.85	\$81.85	\$98.78
Group VIII	\$34.12	8	\$65.16	\$82.22	\$82.22	\$99.28
Group IX	\$34.32	8	\$65.36	\$82.52	\$82.52	\$99.68
Group X	\$34.62	8	\$65.66	\$82.97	\$82.97	\$100.28
Group XI	\$35.12	8	\$66.16	\$83.72	\$83.72	\$101.28

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$19.62
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	\$18.80	8	\$48.69	\$58.09	\$58.09	\$67.49
2001-4000 hours	\$20.80	8	\$50.94	\$61.34	\$61.34	\$71.74
4001-6000 hours	\$22.80	8	\$53.19	\$64.59	\$64.59	\$75.99

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$19.62
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 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: #TEAMSTER (SECOND SHIFT)**  
**(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

**Determination:**

SC-23-261-2-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$33.59	8	\$64.63	\$81.43	\$81.43	\$98.22
Group II	\$33.74	8	\$64.78	\$81.65	\$81.65	\$98.52
Group III	\$33.87	8	\$64.91	\$81.85	\$81.85	\$98.78
Group IV	\$34.06	8	\$65.10	\$82.13	\$82.13	\$99.16
Group V	\$34.09	8	\$65.13	\$82.18	\$82.18	\$99.22
Group VI	\$34.12	8	\$65.16	\$82.22	\$82.22	\$99.28
Group VII	\$34.37	8	\$65.41	\$82.60	\$82.60	\$99.78
Group VIII	\$34.62	8	\$65.66	\$82.97	\$82.97	\$100.28
Group IX	\$34.82	8	\$65.86	\$83.27	\$83.27	\$100.68
Group X	\$35.12	8	\$66.16	\$83.72	\$83.72	\$101.28
Group XI	\$35.62	8	\$66.66	\$84.47	\$84.47	\$102.28

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$19.62
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	\$18.80	8	\$48.69	\$58.09	\$58.09	\$67.49
2001-4000 hours	\$20.80	8	\$50.94	\$61.34	\$61.34	\$71.74
4001-6000 hours	\$22.80	8	\$53.19	\$64.59	\$64.59	\$75.99

Over 6000 hours and thereafter at journeyman rates.

**Employer Payments:**

Type of Fund	Amount per Hour
Health and Welfare	\$19.62
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 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 I

Warehouseman and Teamster

### Group II

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

### Group III

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

### Group IV

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

### Group V

Water Truck 3 or more axles  
Warehouseman Clerk  
Slurry Truck Driver

### Group VI

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

Side Dump Trucks

Flow Boy Dump Trucks

### Group VII

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

### Group VIII

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

### Group IX

Truck Repairman Welder  
Low Bed Driver, 9 axles or over

### Group X

Working Truck Driver  
Truck Greaser and Tireman - \$0.50 additional for Tireman  
Pipeline and Utility Working Truck Driver, including Winch Truck and Plastic Fusion, limited to Pipeline and Utility Work  
Dump Truck and Articulating - 50 yards or more water level  
Water Pull Single Engine with attachment

### Group XI

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

# 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 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)<sup>#</sup>**

**Determination:**

SC-31-X-41-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$43.76	\$8.00	\$5.41	\$7.09	\$0.62	\$1.77	8.0	\$66.65	\$88.53	\$88.53	\$110.41

**Determination:**

SC-31-X-41-2021-1A

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$7.09	\$0.62	\$0.00	8.0	\$25.71	\$32.71	\$32.71	\$39.71

**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 4 daily overtime hours and to the first 8 hours on Saturday. All other overtime will be paid the Sunday and Holiday double time rate. Saturdays in the same workweek may be worked at straight-time if job is shut down during the normal work week due to inclement weather.

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 (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 (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 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> 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.

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-63-12-23-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

July 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, 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	\$53.40	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$84.95	\$111.65	\$111.65	\$138.35	\$191.75
Leverman	\$56.40	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$87.95	\$116.15	\$116.15	\$144.35	\$200.75
Watch Engineer, Deckmate	\$50.32	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$81.87	\$107.03	\$107.03	\$132.19	\$182.51
Winchman (Stern Winch on Dredge)	\$49.77	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$81.32	\$106.205	\$106.205	\$131.09	\$180.86
Fireman-Oiler, Leveehand, Deckhand (can operate anchor scow under direction of mate), Bargeman	\$49.23	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$80.78	\$105.395	\$105.395	\$130.01	\$179.24
Dozer Operator	\$50.43	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$81.98	\$107.195	\$107.195	\$132.41	\$182.84



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)
Hydrographic Surveyor	\$51.86	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$83.41	\$109.34	\$109.34	\$135.27	\$187.13
Barge Mate	\$49.84	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$81.39	\$106.31	\$106.31	\$131.23	\$181.07
Welder	\$51.82	\$11.85	\$12.65	\$5.85	\$1.05	\$0.15	8.0	\$83.37	\$109.28	\$109.28	\$135.19	\$187.01

**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 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<sup>#</sup>**

**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, 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 <sup>a</sup>	Vacation and Holiday <sup>b</sup>	Training	Other	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate <sup>c</sup> (1½ X)	Sunday Overtime Hourly Rate <sup>d</sup> (2X)	Holiday Overtime Hourly Rate <sup>d</sup> (3X)
Landscape Operating Engineer:  Backhoe Operators; 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.

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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 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	\$4.21	\$1.05	\$1.78	\$0.06	\$3.80	8.0	\$33.05	\$44.125	\$44.125	\$55.20
Lead Equipment Operator	\$20.15	\$4.12	\$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/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 Sick Leave.

<sup>b</sup> Amount for employee stock ownership.

<sup>c</sup> Rate applies to the sixth consecutive day of work.

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: Gunitite Worker (Laborer)**

**Determination:**

SC-102-345-1-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura counties.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate <sup>a</sup>	Health and Welfare	Pension	Vacation and Holiday <sup>b</sup>	Other	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) <sup>d e</sup>	Saturday Overtime Hourly Rate (2 X) <sup>e</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Ground Wire Man, Nozzleman, Rodman	\$45.05	\$8.00	\$7.60	\$6.00	\$0.09	8.0	\$66.74	\$89.265	\$111.79	\$89.265	\$111.79	\$111.79
Gunman	\$44.10	\$8.00	\$7.60	\$6.00	\$0.09	8.0	\$65.79	\$87.84	\$109.89	\$87.84	\$109.89	\$109.89
Reboundman	\$40.56	\$8.00	\$7.60	\$6.00	\$0.09	8.0	\$62.25	\$82.53	\$102.81	\$82.53	\$102.81	\$102.81
Entry-Level Gunitite Worker Step 1 <sup>f</sup> (0-1000 hours)	\$28.30	\$4.93	\$6.71	\$6.00	\$0.06	8.0	\$46.00	\$60.15	\$74.30	\$60.15	\$74.30	\$74.30
Entry-Level Gunitite Worker Step 2 <sup>f</sup> (1001- 2000 hours)	\$30.30	\$4.93	\$6.71	\$6.00	\$0.06	8.0	\$48.00	\$63.15	\$78.30	\$63.15	\$78.30	\$78.30

**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-102-507-1-2020-1

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 30, 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, 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	\$36.44	\$8.00	\$9.31	\$4.87	\$0.70	\$0.51	8.0	\$59.83	\$78.05	\$78.05	\$96.27

**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 (Journey person)	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	\$8.10	\$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.

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: Horizontal Directional Drilling (Laborer)<sup>#</sup>**

**Determination:**

SC-102-1184-1-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	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)	\$37.85	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8.0	\$56.30	\$75.225	\$75.225	\$94.15
Group 2 (Vehicle Operator/ Hauler)	\$38.02	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8.0	\$56.47	\$75.480	\$75.480	\$94.49
Group 3 (Horizontal Directional Drill Operator)	\$39.87	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8.0	\$58.32	\$78.255	\$78.255	\$98.19
Group 4 (Electronic Tracking Locator, Subsurface Imaging Laborer)	\$41.87	\$8.00	\$5.66	\$3.40	\$0.40	\$0.99	8.0	\$60.32	\$81.255	\$81.255	\$102.19

**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.

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: LANDSCAPE/IRRIGATION LABORER/TENDER#**

**Determination:**

SC-102-X-14-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

July 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, 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	\$34.58	\$8.00	\$9.31	\$4.87	\$0.70	\$0.48	8.0	\$57.94	\$75.23	\$75.23	\$92.52
Landscape Hydro Seeder	\$35.68	\$8.00	\$9.31	\$4.87	\$0.70	\$0.48	8.0	\$59.04	\$76.88	\$76.88	\$94.72

**Determination:**

SC-102-X-14-2021-1A

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

July 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 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>	\$15.53	\$2.65	\$1.35	\$1.03	\$0.00	\$0.00	8.0	\$20.56	\$28.325	\$28.325	\$36.09

### 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> 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.

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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-20-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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, 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	\$22.10	\$2.55	\$2.00	\$2.47	\$0.00	\$0.30	8.0	\$29.42	\$40.47	\$51.52
Tree Trimmer	\$20.10	\$2.55	\$2.00	\$2.27	\$0.00	\$0.30	8.0	\$27.22	\$37.27	\$47.32
Groundperson	\$18.20	\$2.55	\$2.00	\$2.12	\$0.00	\$0.30	8.0	\$25.17	\$34.27	\$43.37

**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>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 (Journeyman)	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	\$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

**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:**

<b><u>Classification</u></b> (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	\$22.30 <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>	\$45.60	\$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 (Journeyman)	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](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 (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 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.



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-1-2020-1

**Issue Date:**  
August 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 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 and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) <sup>a</sup>	Saturday Overtime Hourly Rate (1 ½ X) <sup>a</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Iron Worker (Ornamental, Reinforcing, Structural) (Area 1) <sup>b</sup>	\$42.50	\$10.05	\$13.32	\$5.30 <sup>c</sup>	\$0.72	\$4.465	8.0	\$76.355	\$97.605	\$97.605	\$118.855
Fence Erector (Area 1) <sup>b</sup>	\$36.08	\$7.88	\$8.99	\$3.92 <sup>c</sup>	\$0.51	\$3.585	8.0	\$60.965	\$79.005	\$79.005	\$97.045
Iron Worker (Ornamental, Reinforcing, Structural) (Area 2) <sup>b</sup>	\$41.00	\$10.05	\$13.32	\$5.30 <sup>c</sup>	\$0.72	\$4.465	8.0	\$74.855	\$95.355	\$95.355	\$115.855
Fence Erector (Area 2) <sup>b</sup>	\$34.58	\$7.88	\$8.99	\$3.92 <sup>c</sup>	\$0.51	\$3.585	8.0	\$59.465	\$76.755	\$76.755	\$94.045

**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> 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.

<sup>b</sup> **Area 1:** Alameda, Contra Costa, San Francisco, San Mateo, and Santa Clara Counties.

**Area 2:** Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, 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, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, and Yuba Counties.

<sup>c</sup> Includes supplemental dues.

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-3-2020-2

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**

May 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 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 #	\$59.14	\$7.50	\$11.21 <sup>a</sup>	\$0.30 <sup>b</sup>	\$0.65 <sup>c</sup>	8.0	\$80.57	\$142.43	\$142.43	\$142.43
Powderman	\$52.81	\$7.50	\$10.47 <sup>a</sup>	\$0.26 <sup>b</sup>	\$0.57 <sup>c</sup>	8.0	\$73.19	\$128.41	\$128.41	\$128.41
Groundman	\$36.12	\$7.50	\$10.43 <sup>a</sup>	\$0.18 <sup>b</sup>	\$0.40 <sup>c</sup>	8.0	\$55.71	\$93.48	\$93.48	\$93.48

**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><b>Classification</b></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><u>Classification</u></b> (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (1 ½ X)
Pole Restoration and Treatment <sup>e</sup> Technician (After 6 months)	\$15.75	\$5.75	\$0.85 <sup>a</sup>	\$0.42	8.0	\$23.24	\$31.35	\$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><b>Classification</b></u> (Journey person)	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> (Journey person)	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>c</sup> Technician (After 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
Pole Restoration and Treatment <sup>c</sup> Technician (After 3 years)	\$14.00	\$5.00	\$0.60 <sup>a</sup>	\$1.00	8.0	\$21.02	\$28.23	\$28.23 <sup>b</sup>	\$28.23
Pole Restoration and Treatment <sup>c</sup> Technician (After 6 years)	\$14.00	\$5.00	\$0.60 <sup>a</sup>	\$1.18	8.0	\$21.20	\$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 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-8-2020-1

**Issue Date:**

February 22, 2020

**Expiration date of determination:**

January 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.

**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	Training	Other	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	\$53.82	\$7.50	\$13.51 <sup>a</sup>	\$0.81 <sup>b</sup>	\$0.14 <sup>c</sup>	8.0	\$75.78	\$132.16	\$132.16	\$132.16
Cable Splicer	\$60.28	\$7.50	\$13.71 <sup>a</sup>	\$0.90 <sup>b</sup>	\$0.16 <sup>c</sup>	8.0	\$82.55	\$145.69	\$145.69	\$145.69
Line Equipment Operator	\$46.29	\$7.50	\$10.09 <sup>a</sup>	\$0.69 <sup>b</sup>	\$0.13 <sup>c</sup>	8.0	\$64.70	\$113.19	\$113.19	\$113.19
Powderman	\$40.37	\$7.40	\$8.11 <sup>a</sup>	\$0.61 <sup>b</sup>	\$0.11 <sup>c</sup>	8.0	\$56.60	\$98.89	\$98.89	\$98.89
Groundman First 1040 Hours	\$21.53	\$7.40	\$7.55 <sup>a</sup>	\$0.32 <sup>b</sup>	\$0.06 <sup>c</sup>	8.0	\$36.86	\$59.41	\$59.41	\$59.41
Groundman 1041-2080 Hours	\$26.91	\$7.40	\$7.71 <sup>a</sup>	\$0.40 <sup>b</sup>	\$0.08 <sup>c</sup>	8.0	\$42.50	\$70.69	\$70.69	\$70.69
Groundman 2081+ Hours	\$33.37	\$7.40	\$7.90 <sup>a</sup>	\$0.50 <sup>b</sup>	\$0.09 <sup>c</sup>	8.0	\$49.26	\$84.21	\$84.21	\$84.21
Pole Sprayer Trainee First six months	\$46.12	\$7.40	\$8.28 <sup>a</sup>	\$0.69 <sup>b</sup>	\$0.12 <sup>c</sup>	8.0	\$62.61	\$110.91	\$110.91	\$110.91
Pole Sprayer Trainee Second six months	\$48.33	\$7.40	\$8.35 <sup>a</sup>	\$0.72 <sup>b</sup>	\$0.13 <sup>c</sup>	8.0	\$64.93	\$115.55	\$115.55	\$115.55
Pole Sprayer Trainee Third six months	\$49.94	\$7.40	\$8.40 <sup>a</sup>	\$0.75 <sup>b</sup>	\$0.13 <sup>c</sup>	8.0	\$66.62	\$118.93	\$118.93	\$118.93



**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 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 includes \$0.01 for the National Labor-Management Cooperation Committee, and the remainder of the amount is for the Administrative Maintenance Fund. This amount (AMF) 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-1-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

April 3, 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 Francisco, San Mateo and Santa Clara Counties.

**Wages and Employer Payments:**

Classification (Journey person)	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	\$44.93	\$7.65	\$4.06	\$3.11	\$0.00	8.0	\$59.75	\$82.215	\$127.145

<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-1-2021-1A

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

April 3, 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, 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	\$43.97	\$7.65	\$3.97	\$3.04	\$0.00	8.0	\$58.63	\$80.615	\$124.585

<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-1-2021-1B

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

April 3, 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 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	\$42.80	\$7.65	\$3.87	\$2.96	\$0.00	8.0	\$57.28	\$78.68	\$121.48

**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>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-10-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:** April 3, 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, Inyo, Mono, San Bernardino and Santa Barbara Counties.

**Wages and Employer Payments:**

Classification (Journey person)	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	\$42.80	\$7.65	\$3.87	\$2.96	\$0.00	8.0	\$57.28	\$78.68	\$121.48

**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](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm)

<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 (415) 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>	\$0.58	\$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](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 (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> 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, \$.58 per hour worked; for employment over five years, \$.73 per hour worked; for employment over seven years, \$.88 per hour worked; for employment over fifteen years, \$1.17 per hour worked; for employment over twenty years, \$1.46 per hour worked; for employment over thirty years, \$1.75 per hour worked.

<sup>e</sup> Rates apply to the first two years of employment only: for employment over two years, \$.54 per hour worked; for employment over five years, \$.67 per hour worked; for employment over seven years, \$.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.



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-830-261-5-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

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: Dump Truck	\$17.00	\$3.09 <sup>a</sup>	\$0.00	\$0.85 <sup>b</sup>	\$0.00	\$0.00	8.0	\$20.94	\$29.44 <sup>c</sup>	\$29.44

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$535.26 is paid for the month.

<sup>b</sup> \$1.18 after 3 years of service

\$1.50 after 10 years of service

\$1.83 after 20 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: Driver (On/Off-Hauling To/From Construction Site)**

**Determination:**

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

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

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: Dump Truck	\$16.76	\$3.04 <sup>a</sup>	\$2.75	\$0.90 <sup>b</sup>	\$0.64	\$0.00	8.0	\$24.09	\$32.47 <sup>c</sup>	\$32.47

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

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<sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

<sup>b</sup> \$1.22 after 2 years of service. \$1.55 after 10 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: Driver (On/Off-Hauling To/From Construction Site)**

**Determination:**

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

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

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: Dump Truck	\$22.50	a	\$0.00	\$0.43 <sup>b</sup>	\$0.00	\$0.00	8.0	\$22.93	\$34.18 <sup>c</sup>	\$34.18

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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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\* There is no predetermined increase applicable to this determination.

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

<sup>b</sup> \$0.78 after 90 days of service with the employer

\$1.21 after 5 years of service with the employer

\$1.65 after 10 years of service with the employer

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

**Determination:**

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

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

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: Dump Truck	\$21.00	\$2.81 <sup>a</sup>	\$0.00	\$0.10 <sup>b</sup>	\$0.00	\$0.00	8.0	\$23.91	\$34.41 <sup>c</sup>	\$34.41

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

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<sup>a</sup> The contribution applies to hours until \$487.07 is paid for the month.

<sup>b</sup> \$0.20 after 1 year of service,

\$0.50 after 2 years of service,

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

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

**Determination:**

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

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within San Benito and Santa Cruz Counties

**Wages and Employer Payments:**

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

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

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<sup>a</sup> Overtime rate applies to all work exceeding eight (8) hours daily and forty (40) hours weekly.

<sup>b</sup> \$0.875 after 1 year of service

\$1.19 after 7 years of service

\$1.50 after 19 years of service

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: 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 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.

\* 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<sup>#</sup>**

**Determination:**  
C-MR-2020-1

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**

July 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, Contra Costa, Mendocino, and Solano Counties. (REF: 232-81-1)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$40.52	\$11.05	\$7.50	\$4.10	\$0.75	\$0.70	8.0 <sup>a</sup>	\$64.62	\$84.88 <sup>b</sup>	\$84.88 <sup>b</sup>	\$105.14

**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> In the event that conditions over which the roofing contractor has no control (i.e. adverse weather, project delays, logistical problems, general contractor or building owner requirements, etc.) prevent employees from working on one or more days during the regular work week, work performed on Saturday may be paid at the straight time rates.

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

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<sup>#</sup>**

**Determination:**

C-MR-2020-1A

**Issue Date:**

February 22, 2020

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments<sup>a</sup>:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	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)
Amador County: Metal Roofing Systems Installer	\$20.41	\$5.79	\$2.80	\$3.74	\$0.20	\$0.05	8.0	\$32.99	\$43.19	\$43.19 <sup>b</sup>	\$53.40
El Dorado County: Metal Roofing Systems Installer	\$18.81	\$5.35	\$2.80	\$3.48	\$0.20	\$0.00	8.0	\$30.64	\$40.045	\$40.045 <sup>b</sup>	\$49.45

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

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

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

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: Metal Roofing Systems Installer<sup>#</sup>**

**Determination:**  
C-MR-2016-1B

**Issue Date:**  
August 22, 2016

**Expiration date of determination:**

September 30, 2016<sup>\*</sup> Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

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

**Wages and Employer Payments:**

Classification	Basic Hourly Rate <sup>a</sup>	Health and Welfare <sup>a</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>a</sup>	Training <sup>a</sup>	Other <sup>a</sup>	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (1 ½ X)
Butte, Lassen, Placer, Sacramento, Yolo and Yuba Counties: Metal Roofing Systems Installer	\$34.00	\$8.42	\$6.05	<sup>b</sup>	\$0.33	\$0.00	8.0	\$48.80	\$65.80 <sup>c</sup>	\$65.80 <sup>c</sup>	\$65.80 <sup>c</sup>
San Joaquin Counties: Metal Roofing Systems Installer	\$32.71	\$8.42	\$5.90	<sup>b</sup>	\$0.33	\$0.00	8.0	\$47.36	\$63.715 <sup>c</sup>	\$63.715 <sup>c</sup>	\$63.715 <sup>c</sup>
Marin and Sonoma Counties: Metal Roofing Systems Installer	\$36.08	\$8.42	\$5.63	<sup>b</sup>	\$0.85	\$0.00	8.0	\$50.98	\$69.02 <sup>c</sup>	\$69.02 <sup>c</sup>	\$69.02 <sup>c</sup>

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid

shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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>).

\* There is no predetermined increase applicable to this determination.

<sup>a</sup> Basic Hourly Rate and Employer Payments are based on the Davis-Bacon Wage Determination.

<sup>b</sup> Included in straight-time hourly rate.

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

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<sup>#</sup>**

**Determination:**  
C-MR-2021-1C

**Issue Date:**  
February 22, 2021

**Expiration date of determination:**

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

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

**Wages and Employer Payments<sup>a</sup>:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	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)
Metal Roofing Systems Installer	\$47.59 <sup>b</sup>	\$0.00	\$0.00	\$0.00	\$0.45	\$0.00	8.0	\$48.04	\$71.835 <sup>c</sup>	\$71.835 <sup>c</sup>	\$71.835 <sup>c</sup>

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

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

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

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

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: Metal Roofing Systems Installer<sup>#</sup>**

**Determination:**  
C-MR-2020-1D

**Issue Date:**  
February 22, 2020

**Expiration date of determination:**

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

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

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	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)
Metal Roofing Systems Installer	\$23.05	\$3.60	\$3.60	<sup>a</sup>	\$0.10	\$0.00	8.0	\$30.35	\$41.875	\$41.875	\$53.40

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

<sup>a</sup> Included in straight-time hourly rate.

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-2020-1E

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**

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

**Localities:**

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

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	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 (1 ½ X)
Humboldt County: Metal Roofing Systems Installer	\$16.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	8.0	\$18.00	\$26.00 <sup>a</sup>	\$26.00 <sup>a</sup>	\$26.00 <sup>a</sup>
Madera County: Metal Roofing Systems Installer	\$26.75	\$2.00	\$2.00	\$0.00	\$0.15	\$0.00	8.0	\$30.90	\$44.275 <sup>a</sup>	\$44.275 <sup>a</sup>	\$44.275 <sup>a</sup>
Napa County: Metal Roofing Systems Installer	\$18.00	\$0.00	\$0.00	\$0.35	\$0.00	\$0.00	8.0	\$18.35	\$27.35 <sup>a</sup>	\$27.35 <sup>a</sup>	\$27.35 <sup>a</sup>
Shasta County: Metal Roofing Systems Installer	\$19.83	\$0.00	\$0.00	\$0.00	\$0.20	\$0.00	8.0	\$20.03	\$29.945 <sup>a</sup>	\$29.945 <sup>a</sup>	\$29.945 <sup>a</sup>

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> Rate applies to all hours work in excess of 8 hours per day and 40 hours during any one week.

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<sup>#</sup>**

**Determination:**  
C-MR-2021-1F

**Issue Date:**  
February 22, 2021

**Expiration date of determination:**

June 30, 2021<sup>\*</sup> 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 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	\$48.28	\$11.12	\$17.54	\$0.00	\$0.82	\$0.68	8.0	\$78.44	\$102.58	\$102.58	\$126.72

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

<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 job is shut down during the normal workweek due to inclement weather.

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: Metal Roofing Systems Installer<sup>#</sup>**

**Determination:**  
C-MR-2020-1G

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**

June 30, 2021<sup>\*</sup> 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 Monterey County<sup>a</sup>. (REF: 166-104-10)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$52.90 <sup>b</sup>	\$14.23 <sup>c</sup>	\$20.21 <sup>d</sup>	<sup>e</sup>	\$1.43	\$0.57	8.0	\$89.34	\$117.18 <sup>f</sup>	\$117.18 <sup>f</sup>	\$145.02

**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>).

\* There is no predetermined increase applicable to this determination.

<sup>a</sup> Rate applies to jobsites under 20 miles from Market and Main Streets in Salinas, CA. For rates outside that zone refer to the Travel and Subsistence provisions applicable to this determination.

<sup>b</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>c</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>d</sup> Includes an amount for PSP (\$2.78) that is factored at the applicable overtime multiplier. Includes an amount equal to 3% of wages and employee benefits (excluding training and other payment) for National SASMI Fund (Wage Stabilization Plan). 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>e</sup> Included in Straight-Time hourly rate.

<sup>f</sup> 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.

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<sup>#</sup>**

**Determination:**

C-MR-2021-11

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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. (REF: 166-206-1)

**Wages and Employer Payments:**

Classification	Basic Hourly Rate <sup>a</sup>	Health and Welfare <sup>b</sup>	Pension <sup>c</sup>	Vacation and Holiday	Training <sup>d</sup>	Other <sup>e</sup>	Hours <sup>f</sup>	Total Hourly Rate	Daily Overtime Hourly Rate <sup>g</sup> (1 ½ X)	Saturday Overtime Hourly Rate <sup>g</sup> (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$40.62	\$10.56	\$17.93	\$0.00	\$1.02	\$0.59	8.0	\$70.72	\$91.03	\$91.03	\$111.34
Metal Roofing Systems Installer (Second Shift)	\$43.67	\$10.56	\$17.93	\$0.00	\$1.02	\$0.59	8.0	\$73.77	\$95.60	\$95.60	\$117.44
Metal Roofing Systems Installer (Third Shift)	\$46.71	\$10.56	\$17.93	\$0.00	\$1.02	\$0.59	8.0	\$76.81	\$100.17	\$100.17	\$123.52

**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 amount withheld for Working Dues.

<sup>b</sup> Includes an amount for the Sheet Metal Occupational Health Institute Trust.

<sup>c</sup> Includes amount for 401(a) Plan. 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>d</sup> Includes an amount for International Training Institute.

<sup>e</sup> Includes amounts for National Energy Management Institute (NEMI) Fund, Sheet Metal Workers' International Scholarship Fund (SMWSF) and Industry Fund.

<sup>f</sup> 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.

<sup>g</sup> 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 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: Metal Roofing Systems Installer<sup>#</sup>**

**Determination:**

C-MR-2020-1J

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 27, 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 Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$64.06 <sup>a</sup>	\$14.85 <sup>b</sup>	\$29.74 <sup>c</sup>	<sup>d</sup>	\$1.53	\$0.71	8.0 <sup>e</sup>	\$110.89	\$143.48 <sup>f</sup>	\$143.48 <sup>f</sup>	\$182.07

**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.

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 (Special Single Shift)<sup>#</sup>**

**Determination:**

C-MR-2020-1JA

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 27, 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 Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$71.75 <sup>a</sup>	\$14.85 <sup>b</sup>	\$29.74 <sup>c</sup>	<sup>d</sup>	\$1.53	\$0.71	8.0 <sup>e</sup>	\$118.58	\$158.01 <sup>f</sup>	\$158.01 <sup>f</sup>	\$197.45

**Recognized holidays:**

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

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 (Second Shift)\***

**Determination:**

C-MR-2020-1JA

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 27, 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 Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$70.47 <sup>a</sup>	\$14.85 <sup>b</sup>	\$29.74 <sup>c</sup>	<sup>d</sup>	\$1.53	\$0.71	7.5 <sup>e</sup>	\$117.30	\$156.10 <sup>f</sup>	\$156.10 <sup>f</sup>	\$194.89

**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.

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 (Third Shift)#**

**Determination:**

C-MR-2020-1JA

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

June 27, 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 Francisco, San Mateo and Santa Clara Counties. (REF: 166-104-1)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$73.67 <sup>a</sup>	\$14.85 <sup>b</sup>	\$29.74 <sup>c</sup>	<sup>d</sup>	\$1.53	\$0.71	7.0	\$120.50	\$160.89 <sup>f</sup>	\$160.89 <sup>f</sup>	\$201.29

**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 amount for Vacation/Holiday and Dues Check Off.

<sup>b</sup> Includes SMOHIT and SHC. Effective 1/1/2013, 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> Includes an amount for Pension which 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.

<sup>d</sup> Included in Straight-Time Hourly Rate.

<sup>e</sup> For San Francisco County, the Straight-Time Hours is 7 hours.

<sup>f</sup> For San Francisco County: Rate applies to the first 2 daily overtime hours and the first 7 hours on Saturday only. All other time is paid at the Sunday and Holiday overtime hourly rate.

For San Mateo and Santa Clara Counties: 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.

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<sup>#</sup>**

**Determination:**  
C-MR-2020-1K

**Issue Date:**  
August 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 Santa Barbara County. (REF: 20-X-1)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$41.00	\$10.05	\$13.32	\$5.30 <sup>a</sup>	\$0.72	\$4.465	8.0	\$74.855	\$95.355 <sup>b</sup>	\$95.355 <sup>b</sup>	\$115.855

**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 supplemental dues.

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

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<sup>#</sup>**

**Determination:**  
C-MR-2020-1L

**Issue Date:**  
August 22, 2020

**Expiration date of determination:**

June 30, 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 Siskiyou County. (REF: 23-31-1)

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health & Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1½ X)	Daily Overtime Hourly Rate (2X)	Saturday <sup>a</sup> Overtime Hourly Rate (1½ X)	Saturday <sup>a</sup> Overtime Hourly Rate (2X)	Sunday/ Holiday Overtime Hourly Rate (2X)
Metal Roofing Systems Installer	\$45.42	\$11.70 <sup>b</sup>	\$10.65	\$5.09 <sup>b</sup>	\$1.03	\$2.64 <sup>c</sup>	8.0	\$76.53	\$99.24 <sup>d</sup>	\$121.95	\$99.24 <sup>e</sup>	\$121.95	\$121.95 <sup>f</sup>

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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> 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 or major mechanical breakdown.

<sup>b</sup> Includes an amount per hour worked for Work Fees. The vacation amount is \$2.95 per hour worked.

<sup>c</sup> Includes amounts for Annuity Trust Fund, Industry Promotion, Carpenters International Training Fund, Carpenter Employers Contract Administration, Contract Work Preservation, and Vacation/Holiday/Sick Leave Admin.

<sup>d</sup> For building construction, rate applies to the first 4 hours daily overtime. All heavy, highway and engineering construction overtime worked, Monday through Friday, rate applies to the first 4 hours daily overtime.

<sup>e</sup> Rate applies to the first 8 hours for building construction and for the first 10 hours worked on heavy, highway and engineering construction.

<sup>f</sup> Time and one-half shall be paid for the first eight (8) hours worked on the four (4) days of each year selected by the Union as designated off/holidays listed in the Holiday Provision.

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<sup>#</sup>**

**Determination:**

C-MR-2021-1M

**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 Stanislaus County. (REF: 830-166-5)

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension <sup>a</sup>	Vacation and Holiday <sup>a</sup>	Training <sup>a</sup>	Other <sup>a</sup>	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)
Metal Roofing Systems Installer	\$32.84 <sup>b</sup>	\$7.43	\$7.22	<sup>c</sup>	\$0.45	\$0.10	8.0	\$48.04	\$64.46 <sup>d</sup>	\$64.46 <sup>d</sup>	\$80.88

**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>).

\* There is no predetermined increase applicable to this determination.

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

<sup>b</sup> Includes amount for Vacation/ Holiday and Dues Check Off.

<sup>c</sup> Included in straight-time hourly rate.

<sup>d</sup> 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.

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: Metal Roofing Systems Installer<sup>#</sup>**

**Determination:**

C-MR-2021-1N

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

August 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 Tulare County. (REF: 232-27-1)

**Wages and Employer Payments:**

Classification	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)	Saturday <sup>b</sup> Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$32.01 <sup>c</sup>	\$6.68	\$7.40	<sup>d</sup>	\$0.47	\$0.06	8.0	\$46.62	\$62.63	\$62.63	\$78.63

**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](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 (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> Amount is for the Roofers and Waterproofers Research and Education Joint Trust Fund.

<sup>b</sup> When adverse weather or job scheduling problems exist, causing an employee to work less than forty (40) hours in a week, Saturday may be used as a make-up day at straight time wage rates.

<sup>c</sup> Includes amount for Vacation/Holiday and Dues Check Off.

<sup>d</sup> Included in Basic Hourly Rate.

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<sup>#</sup>**

**Determination:**

C-MR-2021-10

**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 Ventura County. (REF: 830-166-6)

**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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Metal Roofing Systems Installer	\$30.29 <sup>a</sup>	\$6.60	\$5.75 <sup>b</sup>	<sup>c</sup>	\$0.80	\$0.54	8.0	\$43.98	\$59.13 <sup>d</sup>	\$59.13 <sup>d</sup>	\$74.27 <sup>e</sup>

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

<sup>a</sup> Includes amount withheld for Dues Check Off.

<sup>b</sup> Includes an amount per hour for COLA Fund.

<sup>c</sup> Included in straight-time hourly rate.

<sup>d</sup> Rate applies to the first 4 overtime hours Monday through Friday and the first 8 hours on Saturday & Sunday. All other overtime is paid at the Double time and Holiday rate.

<sup>e</sup> Rate applies after 4 overtime hours Monday through Friday, after 8 hours Saturday and Sunday and all hours worked on Holidays.

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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-36-95-2021-1

**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 and San Diego 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 (2 X)
Driver: Mixer Truck	\$28.10	\$8.37 <sup>a</sup>	\$5.06	\$1.48 <sup>b</sup>	\$0.00	\$0.00	8.0	\$43.01	\$57.06 <sup>c</sup>	\$71.11

**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 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.

\* There is no predetermined increase applicable to this determination.



<sup>a</sup> The contribution applies to all hours until \$1,450.00 is paid for the month.

<sup>b</sup> \$2.02 after one year of service.

\$2.56 after 7 years of service.

\$3.10 after 14 years of service.

<sup>c</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of 12 hours daily shall be paid the Sunday/Holiday (2X) rate.

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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-87-119-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within Kern, Kings and Tulare 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)	Saturday /Holiday Overtime Hourly Rate (1 ½ X)	Sunday/ Overtime Hourly Rate (2 X)
Driver: Mixer Truck	\$20.11	\$4.89 <sup>a</sup>	\$3.05	\$0.70 <sup>b</sup>	\$0.00	\$0.00	8.0	\$28.75	\$38.11 <sup>c</sup>	\$38.11	\$48.16

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.

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<sup>a</sup> The contribution applies to all hours until \$847.50 is paid for the month.

<sup>b</sup> Applies to workers who have been on payroll for thirty (30) days. After 1 year of employment, Vacation and Holiday increases to \$1.08. After 2 years of employment, Vacation and Holiday increases to \$1.47. After 8 years of employment, Vacation and Holiday increases to \$1.86.

<sup>c</sup> Overtime is paid at two times (2x) the basic hourly rate for work performed in excess of twelve (12) hours in any work 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-150-53-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within Butte, Colusa, El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba 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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Driver: Mixer Truck	\$27.00	\$13.52 <sup>a</sup>	\$10.12	\$3.37	\$0.00	\$0.00	8.0	\$54.01	\$67.51	\$67.51	\$81.01

**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> Contribution shall be paid for all hours worked up to 173 hours per month.

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-261-186-15-2021-1

**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 new rates after 10 days from the expiration date, if no subsequent determination is issued.

**Localities:**

All localities within Santa Barbara County.

**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 (1 ½ X) <sup>b</sup>	Sunday/ Holiday Overtime Hourly Rate (2 X)
Mixer Driver	\$21.15 <sup>c</sup>	\$4.91 <sup>d</sup>	\$3.44	\$0.41 <sup>e</sup>	\$0.00	\$0.00	8.0	\$29.91	\$40.485	\$51.06

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [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, after one month, \$0.65 for Holidays, which can be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

<sup>b</sup> Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly. All work in excess of twelve (12) hours daily shall be paid the Sunday/Holiday (2X) rate.

<sup>c</sup> Includes an amount (\$0.03) for supplemental dues check off.

<sup>d</sup> The contribution applies to all hours until \$850.00 is paid for the month.

<sup>e</sup> \$1.06 after 1 month of service.

\$1.46 after 1 year of service.

\$1.87 after 7 years of service.

\$2.28 after 16 years of service.

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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-624-17-2021-1

**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 Del Norte, Humboldt and Mendocino 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	\$22.50	\$4.81 <sup>a</sup>	\$5.60	\$2.00	\$0.00	\$0.00	8.0	\$34.91	\$46.16 <sup>b</sup>	\$46.16

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$833.00 is paid for the month.

<sup>b</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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-624-18-2021-1

**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 Lake County.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily/ Holiday Overtime Hourly Rate (1 ½ X)	Sunday Overtime Hourly Rate (2 X)
Driver: Mixer Truck	\$20.60	\$4.81 <sup>a</sup>	\$6.00	\$2.00	\$0.00	\$0.00	8.0	\$33.41	\$43.71 <sup>b</sup>	\$54.01

**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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$833.00 is paid for the month.

<sup>b</sup> Rate applies to work in excess of eight (8) hours daily, forty (40) hours weekly and all hours worked on holidays.

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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-X-258-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

April 3, 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 Los Angeles, Orange and Ventura 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)	Saturday /Holiday Overtime Hourly Rate (1 ½ X)	Sunday Overtime Hourly Rate (2 X) <sup>a</sup>
Driver: Mixer Truck (After 4 years of service)	\$23.60	\$6.00 <sup>b</sup>	\$3.44	\$1.54 <sup>cd</sup>	\$0.00	\$0.00	8.0	\$34.58	\$46.38	\$46.38	\$58.18
Driver: Mixer Truck (After 3 years of service)	\$22.60	\$6.00 <sup>b</sup>	\$3.44	\$1.48 <sup>e</sup>	\$0.00	\$0.00	8.0	\$33.52	\$44.82	\$44.82	\$56.12
Driver: Mixer Truck (After 2 years of service)	\$21.60	\$6.00 <sup>b</sup>	\$3.44	\$1.41 <sup>f</sup>	\$0.00	\$0.00	8.0	\$32.45	\$43.25	\$43.25	\$54.05
Driver: Mixer Truck (After 1 year of service)	\$20.60	\$6.00 <sup>b</sup>	\$3.44	\$0.95 <sup>g</sup>	\$0.00	\$0.00	8.0	\$30.99	\$41.29	\$41.29	\$51.59
Driver: Mixer Truck (After 1 year or less of service)	\$19.60	\$6.00 <sup>b</sup>	\$3.44	\$0.00 <sup>h</sup>	\$0.00	\$0.00	8.0	\$29.04	\$38.84	\$38.84	\$48.64

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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> Emergency work and breakdown on Sundays shall be paid at time and one-half (1½x) the straight time rate.

<sup>b</sup> The contribution applies to all hours until \$1040.50 is paid for the month.

<sup>c</sup> \$2.00 after 8 years of service.

\$2.45 after 15 years of service.

<sup>d</sup> Includes \$0.64 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

<sup>e</sup> Includes \$0.61 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

<sup>f</sup> Includes \$0.58 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

<sup>g</sup> Includes \$0.55 for Holidays, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

<sup>h</sup> In addition, \$0.53 for Holidays after four (4) months, which would be deducted from the Vacation/Holiday rate if you choose to adopt the paid days off enumerated in the Holiday Provisions.

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-261-X-260-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

June 30, 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 and Contra Costa Counties.

**Wages and Employer Payments:**

Classification	Basic Hourly Rate <sup>a</sup>	Health and Welfare <sup>b</sup>	Pension	Vacation and Holiday	Training	Other <sup>c</sup>	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)
Conventional Trucks (3 axles or less, 8 yards or less) <sup>d</sup>	\$40.82	\$12.60	\$11.82	\$2.67 <sup>e</sup>	\$0.00	\$1.60	8.0	\$69.51	\$89.92	\$89.92	\$110.33
Booster Trucks (4 axles or more, 10 yards or less) <sup>f</sup>	\$41.08	\$12.60	\$11.82	\$2.69 <sup>g</sup>	\$0.00	\$1.61	8.0	\$69.80	\$90.34	\$90.34	\$110.88
Slider (12 yards)	\$41.58	\$12.60	\$11.82	\$2.72 <sup>h</sup>	\$0.00	\$1.62	8.0	\$70.34	\$91.13	\$91.13	\$111.92

**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> An amount up to \$36.40 per 8 hour day (\$4.55 per hour) for a maximum of 5 days per week may be deducted for Health and Welfare. The deduction is limited to the first 173.33 hours worked per month. This is in addition to the \$12.60 per hour employer payment for Health and Welfare.

<sup>b</sup> The contribution applies to all hours until \$2,179.00 is paid for the month.

<sup>c</sup> Includes amounts for sick leave.

<sup>d</sup> Add \$0.07 per hour to the basic hourly rate for each yard or portion of yard hauled over 8 yards.

<sup>e</sup> \$2.98 after 2 years of service, \$3.30 after 3 years of service, \$4.08 after 5 years of service, \$4.87 after 10 years of service, \$5.65 after 20 years of service.

<sup>f</sup> Add \$0.09 per hour to the basic hourly rate for each yard or portion of yard hauled over 10 yards.

<sup>g</sup> \$3.00 after 2 years of service, \$3.32 after 3 years of service, \$4.11 after 5 years of service, \$4.90 after 10 years of service, \$5.69 after 20 years of service.

<sup>h</sup> \$3.04 after 2 years of service, \$3.36 after 3 years of service, \$4.16 after 5 years of service, \$4.96 after 10 years of service, \$5.76 after 20 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

**Craft: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-261-X-265-2021-1

**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 Marin, Napa, Solano and Sonoma 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)	Saturday Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Ready Mixer Driver	\$25.90	\$14.28	\$6.20	\$2.85	\$0.00	\$0.00	8.0	\$49.23	\$62.18	\$62.18	\$75.13

**Recognized holidays:**

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-1-2021-1

**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 Nevada and Sierra 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	\$19.25	\$2.96 <sup>a</sup>	\$0.00	\$0.22 <sup>b</sup>	\$0.00	\$0.00	8.0	\$22.43	\$32.06 <sup>c</sup>	\$32.06

**Recognized holidays:**

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

\* There is no predetermined increase applicable to this determination.



<sup>a</sup> The contribution applies to all hours until \$513.04 is paid for the month.

<sup>b</sup> \$0.59 after 2 years of service.

\$0.96 after 5 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-2-2021-1

**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 Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama, and Trinity 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	\$14.80	\$3.46 <sup>a</sup>	\$0.00	\$0.68 <sup>b</sup>	\$0.00	\$0.00	8.0	\$18.94	\$26.34 <sup>c</sup>	\$26.34

**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.

\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$600 is paid for the month.

<sup>b</sup> \$0.97 after 2 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-3-2021-1

**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 Monterey, San Benito, San Francisco, San Mateo, Santa Clara, and Santa Cruz 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	\$21.50	\$9.64	\$1.72 <sup>a</sup>	\$0.99 <sup>b</sup>	\$0.00	\$0.00	8.0	\$33.85	\$45.46 <sup>c</sup>	\$45.46

**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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> This amount is factored at the applicable overtime rate.

<sup>b</sup> \$1.41 after 2 years of service.

\$1.82 after 10 years of service.

\$2.23 after 20 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-4-2021-1

**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 Fresno, Madera, Mariposa, Merced and Stanislaus 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	\$18.50	\$5.44 <sup>a</sup>	\$0.00	\$0.71 <sup>b</sup>	\$0.00	\$0.00	8.0	\$24.65	\$33.90 <sup>c</sup>	\$33.90

**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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$943.38 is paid for the month.

<sup>b</sup> \$1.42 after 1 year of service for the employer. \$1.78 after 5 years of service for the employer. \$2.13 after 15 years of service for the employer.

<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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-5-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within Alpine, Amador, Calaveras, San Joaquin and Tuolumne 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	\$20.10	\$3.09 <sup>a</sup>	\$0.00	\$1.005 <sup>b</sup>	\$0.00	\$0.00	8.0	\$24.195	\$34.245 <sup>c</sup>	\$34.245

**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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$535.26 is paid for the month.

<sup>b</sup> \$1.39 after 3 years of service. \$1.78 after 10 years of service. \$2.16 after 20 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-6-2021-1

**Issue Date:**

February 22, 2021

**Expiration date of determination:**

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

**Localities:**

All localities within San Luis Obispo County.

**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	\$19.14	\$3.04 <sup>a</sup>	\$3.42	\$1.03 <sup>b</sup>	\$0.64	\$0.00	8.0	\$27.27	\$36.84 <sup>c</sup>	\$36.84

**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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$526.19 is paid for the month.

<sup>b</sup> \$1.40 after 2 years of service. \$1.70 after 10 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: DRIVER (ON/OFF-HAULING TO/FROM CONSTRUCTION SITE)**

**Determination:**

C-MT-830-261-11-2021-1

**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 Riverside 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	\$15.00	\$6.33 <sup>a</sup>	\$1.80	\$1.04 <sup>b</sup>	\$0.00	\$0.00	8.0	\$24.17	\$31.67 <sup>c</sup>	\$31.67

**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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\* There is no predetermined increase applicable to this determination.

<sup>a</sup> The contribution applies to all hours until \$1097.30 is paid for the month.

<sup>b</sup> \$1.33 after 4 years of service. \$1.61 after 14 years of service. \$1.90 after 24 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: 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	\$6.66 <sup>a</sup>	\$1.71	\$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 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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\* 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-61-1245-12-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

May 29, 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	Hours	Total Hourly Rate	Daily/Saturday/Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.05	\$7.50	\$9.90	\$0.75	\$0.75	8.0	\$54.95	\$92.08
Trimmer Trainee: Start (0-6 Months)	\$25.23	\$7.50	\$6.49	\$0.53	\$0.53	8.0	\$40.28	\$66.27
Trimmer Trainee: 6-12 Months	\$28.84	\$7.50	\$7.63	\$0.61	\$0.61	8.0	\$45.19	\$74.90
Trimmer Trainee: After 12 Months	\$32.44	\$7.50	\$8.72	\$0.68	\$0.68	8.0	\$50.02	\$83.43
Ground person First 6 Months	\$21.63	\$7.50	\$1.15	\$0.46	\$0.46	8.0	\$31.20	\$53.48
Ground person After 6 Months	\$23.43	\$7.50	\$1.80	\$0.50	\$0.50	8.0	\$33.73	\$57.86



**Determination:**

C-TT-61-465-5-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

May 29, 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	Pension <sup>b</sup>	Vacation	Holiday	Hours	Total Hourly Rate	Daily/ Saturday/ Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.05	\$7.50	\$9.90	\$0.75	\$0.75	8.0	\$54.95	\$92.08
Trimmer Trainee: Start (0-6 Months)	\$25.23	\$7.50	\$6.49	\$0.53	\$0.53	8.0	\$40.28	\$66.27
Trimmer Trainee: 6-12 Months	\$28.84	\$7.50	\$7.63	\$0.61	\$0.61	8.0	\$45.19	\$74.90
Trimmer Trainee: After 12 Months	\$32.44	\$7.50	\$8.72	\$0.68	\$0.68	8.0	\$50.02	\$83.43
Ground person First 6 Months	\$21.63	\$7.50	\$1.15	\$0.46	\$0.46	8.0	\$31.20	\$53.48
Ground person After 6 Months	\$23.43	\$7.50	\$1.80	\$0.50	\$0.50	8.0	\$33.73	\$57.86

**Determination:**

C-TT-61-465-5A-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

May 29, 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	Hours	Total Hourly Rate	Daily/ Saturday/ Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.05	\$7.50	\$9.90	\$0.75	\$0.75	8.0	\$54.95	\$92.08
Trimmer Trainee: Start (0-6 Months)	\$25.23	\$7.50	\$6.49	\$0.53	\$0.53	8.0	\$40.28	\$66.27
Trimmer Trainee: 6-12 Months	\$28.84	\$7.50	\$7.63	\$0.61	\$0.61	8.0	\$45.19	\$74.90
Trimmer Trainee: After 12 Months	\$32.44	\$7.50	\$8.72	\$0.68	\$0.68	8.0	\$50.02	\$83.43
Ground person First 6 Months	\$21.63	\$7.50	\$1.15	\$0.46	\$0.46	8.0	\$31.20	\$53.48
Ground person After 6 Months	\$23.43	\$7.50	\$1.80	\$0.50	\$0.50	8.0	\$33.73	\$57.86

**Determination:**

C-TT-61-47-3-2020-2

**Issue Date:**

August 22, 2020

**Expiration date of determination:**

May 29, 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	Hours	Total Hourly Rate	Daily/ Saturday/ Sunday Overtime Hourly Rate (2X)
Tree Trimmer	\$36.05	\$7.50	\$9.90	\$0.75	\$0.75	8.0	\$54.95	\$92.08
Trimmer Trainee: Start (0-6 Months)	\$25.23	\$7.50	\$6.49	\$0.53	\$0.53	8.0	\$40.28	\$66.27
Trimmer Trainee: 6-12 Months	\$28.84	\$7.50	\$7.63	\$0.61	\$0.61	8.0	\$45.19	\$74.90
Trimmer Trainee: After 12 Months	\$32.44	\$7.50	\$8.72	\$0.68	\$0.68	8.0	\$50.02	\$83.43
Ground person First 6 Months	\$21.63	\$7.50	\$1.15	\$0.46	\$0.46	8.0	\$31.20	\$53.48
Ground person After 6 Months	\$23.43	\$7.50	\$1.80	\$0.50	\$0.50	8.0	\$33.73	\$57.86

**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 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 rates 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 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

LOCALITY: SAN BERNARDINO COUNTY

DETERMINATION: SBR-2021-1

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
#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		\$60.610	\$84.060		\$84.060		\$107.310	
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	
#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		\$61.580	\$84.270	E	\$84.270	E	\$106.990	G
#ELECTRICIAN:	SOUND INSTALLER 3RD SHIFT		02/22/2021	12/26/2021**	\$49.410		\$9.380		\$5.810	C	\$0.000		\$0.650		\$0.300	D	8.0		\$67.030	\$92.480	E	\$92.480	E	\$117.920	G
#ELECTRICIAN:	INSIDE WIREMAN (ZONE A) 2ND SHIFT	H	08/22/2020	05/31/2021*	\$50.730	I	\$10.760		\$13.290	C	\$0.000		\$0.780		\$0.760	J	8.0		\$78.220	\$104.730		\$104.730	K	\$131.230	G
#ELECTRICIAN:	INSIDE WIREMAN (ZONE A) 3RD SHIFT	H	08/22/2020	05/31/2021*	\$56.830	I	\$10.760		\$13.290	C	\$0.000		\$0.780		\$0.850	J	8.0		\$84.590	\$114.290		\$114.290	K	\$143.980	G
#ELECTRICIAN:	INSIDE WIREMAN (ZONE B) 2ND SHIFT	L	08/22/2020	05/31/2021*	\$68.330		\$10.760		\$13.290	C	\$0.000		\$0.880		\$1.020	M	8.0		\$96.810	\$132.510		\$132.510	K	\$168.210	G
#ELECTRICIAN:	INSIDE WIREMAN (ZONE B) 3RD SHIFT	L	08/22/2020	05/31/2021*	\$76.540		\$10.760		\$13.290	C	\$0.000		\$0.880		\$1.150	M	8.0		\$105.400	\$145.390		\$145.390	K	\$185.380	G
#ELECTRICIAN:	CABLE SPICER (ZONE B) 2ND SHIFT	L	08/22/2020	05/31/2021*	\$70.090		\$10.760		\$13.290	C	\$0.000		\$0.880		\$1.050	M	8.0		\$98.650	\$135.270		\$135.270	K	\$171.900	G
#ELECTRICIAN:	CABLE SPICER (ZONE B) 3RD SHIFT	L	08/22/2020	05/31/2021*	\$78.510		\$10.760		\$13.290	C	\$0.000		\$0.880		\$1.180	M	8.0		\$107.460	\$148.480		\$148.480	K	\$189.500	G
#ELECTRICIAN:	CABLE SPICER (ZONE A) 2ND SHIFT	H	08/22/2020	05/31/2021*	\$52.490	I	\$10.760		\$13.290	C	\$0.000		\$0.780		\$0.780	J	8.0		\$80.050	\$107.480		\$107.480	K	\$134.900	G
#ELECTRICIAN:	CABLE SPICER (ZONE A) 3RD SHIFT	H	08/22/2020	05/31/2021*	\$58.800	I	\$10.760		\$13.290	C	\$0.000		\$0.780		\$0.880	J	8.0		\$86.650	\$117.380		\$117.380	K	\$148.100	G
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE A) 2ND SHIFT	H	08/22/2020	05/31/2021*	\$55.810	I	\$10.760		\$13.290	C	\$0.000		\$0.780		\$0.840	J	8.0		\$83.530	\$112.700		\$112.700	K	\$141.860	G
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE A) 3RD SHIFT	H	08/22/2020	05/31/2021*	\$62.510	I	\$10.760		\$13.290	C	\$0.000		\$0.780		\$0.940	J	8.0		\$90.540	\$123.200		\$123.200	K	\$155.860	G
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE B) 2ND SHIFT	L	08/22/2020	05/31/2021*	\$75.160	I	\$10.760		\$13.290	C	\$0.000		\$0.880		\$1.130	M	8.0		\$103.950	\$143.230		\$143.230	K	\$182.500	G
#ELECTRICIAN:	TUNNEL WIREMAN (ZONE B) 3RD SHIFT	L	08/22/2020	05/31/2021*	\$84.190	I	\$10.760		\$13.290	C	\$0.000		\$0.880		\$1.260	M	8.0		\$113.390	\$157.370		\$157.370	K	\$201.360	G
#PAINTER:	PAINTER, LEAD ABATEMENT (2ND SHIFT)	N	02/22/2021	06/30/2021**	\$37.260	I	\$9.000		\$4.940		\$2.550		\$0.750		\$1.010		8.0		\$55.510	\$74.140	Q	\$74.140	Q	\$74.140	Q
#PAINTER:	INDUSTRIAL PAINTER (2ND SHIFT)	N	02/22/2021	06/30/2021**	\$39.960	I	\$9.000		\$4.940		\$2.850		\$0.850		\$1.010		8.0		\$58.610	\$78.590	Q	\$78.590	Q	\$78.590	Q
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2ND SHIFT)		08/22/2020	08/31/2021**	\$59.630	P	\$8.910		\$13.300	Q	\$0.000	R	\$2.500		\$1.330	S	8.0		\$85.670	\$114.560	T	\$114.560	T	\$141.830	
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER (2ND SHIFT)		08/22/2020	08/31/2021**	\$45.120	P	\$8.800		\$10.450	Q	\$0.000	R	\$2.230		\$1.330	S	8.0		\$67.930	\$89.570		\$89.570	U	\$110.590	
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN (2ND SHIFT)	V	08/22/2020	08/31/2021**	\$22.430	W	\$9.050		\$0.380		\$0.000		\$1.360		\$1.180	S	8.0		\$34.400	\$44.690		\$44.690	U	\$54.980	
#PLUMBER:	SERVICE & REPAIR (PLUMBER/HVAC-FITTER) (2ND SHIFT)		08/22/2020	08/31/2021**	\$57.820	P	\$8.910		\$12.990	Q	\$0.000	R	\$1.830		\$1.330	S	8.0		\$82.880	\$110.870		\$110.870	X	\$137.230	Y
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER SECOND SHIFT		08/22/2020	08/31/2021**	\$40.190	Z	\$8.910		\$13.300	Q	\$0.000	R	\$1.890		\$1.130	S	8.0	U	\$65.420	\$85.510		\$85.510		\$104.260	
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN SECOND SHIFT	AA	08/22/2020	08/31/2021**	\$17.680	Z	\$3.000		\$1.160	Q	\$0.000		\$0.100		\$0.930	S	8.0	U	\$22.850	\$31.680		\$31.680		\$40.510	
#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	

[Go to increase page](#)

## 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 BOARD.

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 MANAGEMENTCOOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENTCOOPERATION 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 MANAGEMENTCOOPERATION COMMITTEE FUND. AMOUNT FOR LABOR MANAGEMENTCOOPERATION 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 ON A 50-50 BASIS, TO 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/OPRLDPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRLDPreWageDetermination.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/OPRLDPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRLDPreWageDetermination.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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LOCALITY: SAN BERNARDINO COUNTY  
DETERMINATION: SBR-2021-1

		RATE	FOOTNOTE	WELFARE	FOOTNOTE			FOOTNOTE			FOOTNOTE			FOOTNOTE	HOURLY RATE	RATE
3/22/2020	04/30/2021*	\$41.480	A	\$9.250		\$8.370		\$0.000		\$1.010	B		\$0.850		\$60.960	\$81.750
3/22/2020	04/30/2021*	\$29.070	A	\$9.250		\$9.210		\$0.000		\$0.890	B		\$0.450		\$48.870	\$63.450
3/22/2020	06/30/2021*	\$34.000		\$8.000		\$8.400		\$4.400	E	\$0.700			\$0.450		\$55.950	\$72.900
3/22/2020	06/30/2021*	\$34.450		\$8.000		\$8.400		\$4.400	E	\$0.700			\$0.450		\$56.400	\$73.650
3/22/2021	12/31/2021**	\$38.750	G	\$5.630		\$5.550		\$2.220		\$0.630			\$0.280		\$53.060	\$72.450
3/22/2021	12/31/2021**	\$14.000	G	\$5.630		\$1.940		\$0.720		\$0.630			\$0.280		\$23.200	\$30.250
3/22/2021	09/30/2021**	\$43.180	G	\$8.850		\$7.130		\$4.070		\$0.870			\$0.870		\$65.070	\$86.650
3/22/2021	12/26/2021**	\$37.600		\$9.380		\$5.810	L	\$0.000		\$0.650			\$0.360	M	\$54.870	\$74.250
3/22/2020	05/31/2021*	\$43.250	P	\$10.760		\$13.290	L	\$0.000		\$0.780			\$0.650	Q	\$70.410	\$93.000
3/22/2020	05/31/2021*	\$58.250	P	\$10.760		\$13.290	L	\$0.000		\$0.880			\$0.870	I	\$86.280	\$116.650
3/22/2020	05/31/2021*	\$44.750	P	\$10.760		\$13.290	L	\$0.000		\$0.780			\$0.670	Q	\$71.970	\$95.350
3/22/2020	05/31/2021*	\$59.750	P	\$10.760		\$13.290	L	\$0.000		\$0.880			\$0.900	I	\$87.850	\$119.900
3/22/2020	05/31/2021*	\$47.580	P	\$10.760		\$13.290	L	\$0.000		\$0.760			\$0.720	Q	\$74.940	\$99.850
3/22/2020	05/31/2021*	\$64.080	P	\$10.760		\$13.290	L	\$0.000		\$0.880			\$0.960	I	\$92.370	\$125.650
3/22/2021	09/30/2021**	\$53.560		\$11.850		\$12.150		\$4.770	E	\$1.150			\$0.150		\$83.630	\$110.900
3/22/2021	09/30/2021**	\$50.460		\$11.850		\$12.150		\$4.600	E	\$1.150			\$0.150		\$80.360	\$105.950
3/22/2021	09/30/2021**	\$49.880		\$11.850		\$12.150		\$4.550	E	\$1.150			\$0.150		\$79.730	\$104.950
3/22/2020	05/31/2021**	\$47.950	V	\$7.750	W	\$13.450		\$0.000	X	\$0.770			\$0.930		\$70.850	\$93.350
3/22/2020	05/31/2021**	\$34.690	Z	\$9.000		\$4.270		\$0.000		\$0.830			\$0.320		\$49.110	\$66.450
3/22/2021	06/30/2021**	\$33.120	P	\$9.000		\$4.940		\$2.550		\$0.750			\$1.010		\$51.370	\$67.900
3/22/2021	06/30/2021*	\$29.590	P	\$9.000		\$4.940		\$2.430		\$0.750			\$1.010		\$47.720	\$62.550
3/22/2021	06/30/2021**	\$35.520	P	\$9.000		\$4.940		\$2.850		\$0.850			\$1.010		\$54.170	\$71.900
3/22/2021	06/30/2021*	\$31.840	P	\$9.000		\$4.940		\$2.710		\$0.850			\$1.010		\$50.350	\$66.250
3/22/2021	01/31/2022*	\$24.000		\$8.400		\$1.000		\$0.000		\$0.750			\$0.000		\$34.150	\$46.150
3/22/2021	01/31/2022*	\$16.500		\$8.400		\$1.000		\$0.000		\$0.750			\$0.000		\$26.650	\$34.900
3/22/2021	01/31/2022*	\$17.370		\$8.400		\$1.000		\$0.000		\$0.750			\$0.000		\$27.520	\$36.250
3/22/2020	08/03/2021**	\$37.860		\$9.380		\$6.840		\$6.890	AL	\$0.990			\$1.040		\$63.000	\$81.900
3/22/2020	08/03/2021**	\$38.580		\$8.000		\$8.710		\$5.200	AN	\$1.050			\$0.960		\$62.500	\$81.750
3/22/2020	08/03/2021**	\$36.030		\$8.000		\$8.710		\$5.200	AN	\$1.050			\$0.960		\$59.950	\$77.900
3/22/2020	08/31/2021**	\$52.280	AQ	\$8.910		\$13.300	AR	\$0.000	AS	\$2.500			\$1.330	AI	\$78.320	\$103.950
3/22/2020	08/31/2021**	\$39.390	AQ	\$8.800		\$10.450	AR	\$0.000	AS	\$2.230			\$1.330	AI	\$62.200	\$80.900
3/22/2020	08/31/2021**	\$49.500	AW	\$9.050		\$0.380		\$0.000		\$1.360			\$1.180	AI	\$31.470	\$40.250

#PLUMBER:	(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	BE		\$102.510	BE		\$126.870	
#ROOFER:			02/22/2021	07/31/2021**	\$40.770	BG	\$8.560		\$9.070	BH	\$0.000	BI	\$0.530		\$0.690	BJ	8.0		\$59.620	\$78.000	BK		\$78.000	BK		\$96.390	
#ROOFER	PITCH WORK		02/22/2021	07/31/2021**	\$42.520	BG	\$8.560		\$9.070	BH	\$0.000	BI	\$0.530		\$0.690	BJ	8.0		\$61.370	\$80.630	BK		\$80.630	BK		\$99.890	
#ROOFER	PREPARER		02/22/2021	07/31/2021**	\$41.770	BG	\$8.560		\$9.070	BH	\$0.000	BI	\$0.530		\$0.690	BJ	8.0		\$60.620	\$79.500	BK		\$79.500	BK		\$98.390	
#SHEET METAL WORKER			02/22/2021	06/30/2021*	\$48.280	P	\$11.120		\$17.540	BL	\$0.000		\$0.820		\$0.680		8.0		\$78.440	\$102.580	BM		\$102.580	BM		\$126.720	
#TERRAZZO FINISHER			08/22/2020	08/31/2021**	\$33.660	G	\$9.250		\$4.220		\$0.000	BD	\$0.730		\$0.260		8.0	AU	\$48.120	\$64.950	AA		\$64.950	BN		\$81.780	AC
#TERRAZZO WORKER			08/22/2020	08/31/2021**	\$41.600	G	\$9.250		\$4.480		\$0.000	BD	\$1.000		\$0.260		8.0	AU	\$56.590	\$77.390	AA		\$77.390	BN		\$98.190	AC
#TILE FINISHER			08/22/2020	05/31/2021**	\$29.430	Z	\$9.000		\$2.750		\$0.000		\$0.760		\$0.280		8.0		\$42.220	\$56.940	AA		\$56.940	AB		\$71.650	AC
#TILE LAYER			08/22/2020	05/31/2021**	\$41.740	Z	\$9.000		\$8.220		\$0.000		\$0.940		\$0.370		8.0		\$60.270	\$81.140	AA		\$81.140	AB		\$102.010	AC

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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.
- & 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 SUPPLEMENTAL DUES.
- G INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- H 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).
- I A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- J RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- K 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.
- L 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.
- M INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- N 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.
- O 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.
- P INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- Q 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.
- R 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.
- S 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.
- T 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.
- U DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- V INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$3.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- W INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- X INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Y 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.
- Z INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AA RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED, ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AB 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.
- AC RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AD AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AE DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AF ON REPAINT WAGE WORK ANY 8 HOURS IN A 24 HOUR PERIOD MONDAY THROUGH SUNDAY SHALL BE THE WORK DAY AND ANY 40 HOURS IN A WEEK SHALL BE THE WORK WEEK, PROVIDED THAT THE 40 HOURS IS WORKED IN 5 CONSECUTIVE DAYS (LEGAL HOLIDAYS WILL NOT BE COUNTED IN THE 5 CONSECUTIVE DAYS). FOR ALL WORK UNDER THIS CRAFT/CLASSIFICATION 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 3 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 INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- BI INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BJ INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BK 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.
- BL 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.
- BM 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.
- BN 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.

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## EXHIBIT A

### PREVAILING WAGE REQUIREMENTS

**A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:**

**1. Determination of Prevailing Rates:**

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at [www.dir.ca.gov](http://www.dir.ca.gov). The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

**2. Payment of Prevailing Rates**

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

**3. Prevailing Rate Penalty**

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**4. Ineligible Contractors:**

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

**5. Payroll Records:**

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
  - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
  - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
  - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
  - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

**6. Limits on Hours of Work:**

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**7. Penalty for Excess Hours:**

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
    - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
    - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom

the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees 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.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does 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.”

c. Labor Code section 1771.1 states the following:

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

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

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

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

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

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

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

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

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

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

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the

unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

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

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

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

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

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

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

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

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

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

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

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

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

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

(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.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

## **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

### **1. State Public Works Apprenticeship Requirements:**

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification



(i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:**

a. Submit Contract Award Information (DAS-140):

- i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
- v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A

Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. **Make Training Fund Contributions**

- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

**3. Exemptions to Apprenticeship Requirements:**

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
  - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
  - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
  - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

**4. Exemption from Apprenticeship Ratios:**

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
  - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
  - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
  - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
  - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the

specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**5. Contractor's Compliance:**

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

NOT FOR BID

## **Job Order Contract General Conditions**

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30. Hours of Work
31. Saturday, Sunday, Holiday and Overtime Work
32. Prevailing Wage Scale
33. Employment of Indentured Apprentices
34. County of San Bernardino Security Policy
35. Submission Equal Employment Opportunity Documents
36. Federal Equal Opportunity Employment Requirements
37. Failure to comply with Affirmative Action
38. Contract Work Hours and Safety Standards Act
39. EECBG Funds And CDH Funds

**Contractor Responsibilities, Restrictions**

40. Payroll Records
41. Quality of Work and Material
42. Responsibility of Contractor and its Representatives
43. Repairing Damaged Work
44. List of Subcontractor and Subletting Work
45. Advertising
46. Coordination with Others and Other Contracts
47. Contractor's Equipment
48. Contractor Personnel
49. Key Personnel
50. Audits and Records
51. Warranty and Corrections to Work
52. Failure to Complete Work on Time- Liquidated Damages
53. Disruption of County Scheduled Activities
54. Trucking
55. Toilet Facilities
56. Elevators

57. Utilities
58. Regulations
59. Contractor Liable and Responsible to County
60. Environmental Protection
61. Protection of Work and Property
62. Project Site Storage
63. Site Protection
64. Noise Control/Abatement
65. Safety and Health
66. Compliance with Clean Air Act, Clean Water Act, and California State Water Resources Control Board
67. Trenching and Excavation
68. Energy Conservation
69. Salvage and Salvage Disposal
70. Site Preparation and Cleanup
71. Access to Buildings
72. County-Furnished Equipment/Materials
73. Shop Drawings and Submittals

#### **Insurance and Bonds**

74. Indemnification and Insurance Requirements
75. Bonds

#### **Legal and Other**

76. Authority of the Department And Division
77. Laws, Codes and Regulations to be Observed
78. Discrepancies, Interpretations and Omissions
79. Assignment
80. Patents and Royalties
81. Suspension of Work
82. Termination
83. Notice of Suspension or Termination
84. Disentanglement
85. Mediation and Arbitration of Claims
86. Acceptance Of Final Payment As Release
87. Forum Selection
88. Waiver
89. Entire Agreements

90. Request For Payment
91. Payments to Contractor
92. Payments to Subcontractor
93. County Furnished Software
94. Termination for Improper Consideration
95. Release of Information
96. County's Quality Assurance Plan
97. Federal Earned Income Credit
98. Security Services at Court Facilities
99. Conflict of Interest
100. Employment Eligibility Verification
101. Former County Employees
102. Representation of the County
103. Public Records Act
104. Environmentally Preferable Purchasing Policy
105. Change of Address
106. General Provisions
107. List Of Attachments

NOT FOR BID

## General Conditions

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### 1. DEFINITIONS

- A. Acceptance: shall mean written acceptance of the Work by the County.
- B. Adjustment Factor: is the Contractor's competitively bid price adjustment to the Unit Prices as published in the Construction Task Catalog®. All Adjustment Factors are expressed as an increase or decrease from the published prices.
- C. Architect/Engineer of Record: as used herein shall mean the individual/firm designated by the County for the preparation of plans and specifications for a specific Job Order.
- D. Deputy Director: as used herein refers to the Deputy of the Real Estate Services Department – Project Management Division.
- E. Award Criteria Figure: The amount determined in the Award Criteria Figure Calculation section (Award Formula) of the Bid Form, which is used for the purposes of determining the lowest bid.
- F. Board of Supervisors: as stated herein shall mean the Board of Supervisors, County of San Bernardino.
- G. Completion (final completion): as used herein means that an individual Job Order issued under the contract is fully executed and completed in accordance with the Detailed Scope of Work, plans and specifications.
- H. Construction Task Catalog®: for this contract, is a comprehensive listing of specific repair or remodeling construction related tasks together with a specific unit of measurement and a Unit Price, also referred to as the "CTC".
- I. Contract Documents: consist of the contract; the legal advertisements covering the opening of bids; the performance, payment and security (bid) bonds; the Instructions to Bidders; General Conditions; Construction Task Catalog®; Technical Specifications; bid proposal; Certificates of Insurance; and the Addenda, all incorporated in the contract before its execution. Job Order Proposal documentation include shop drawings, sketches, Price Proposals, lists of Subcontractor, schedules, etc; as prepared for individual Job Orders, as well as the Job Order itself, shall also become part of the Contract Documents after its execution.
- J. Contractor: as used herein refers to the licensed person, firm, or corporation authorized to do business in the State of California with whom a contract has been made directly or through accredited representatives that have entered into a contract with the County for the performance of the Work described by these Contract Documents.
- K. County: as used herein shall mean the County of San Bernardino.



- L. Day: as used herein, shall mean a calendar day, unless specifically stated otherwise. If a stated deadline should fall on a non-working day, the due date shall be the following business day.
- M. Department: as used herein, refers to the Real Estate Services Department of the County of San Bernardino.
- N. Detailed Scope of Work: shall be determined by individual Job Orders issued hereunder. The Detailed Scope of Work is the complete description of services to be provided by the Contractor under an individual Job Order. The Detailed Scope of Work will include documentation for a given project. Documentation may include a narrative description of the work.

A Descriptive general scope of work is issued by the County along with the invitation to the Joint Scope Meeting. A Detailed Scope of Work is generated by the Contractor following the Joint Scope Meeting, and is approved by the County. The final Detailed Scope of Work is signed by the Contractor and the County.

- O. Director: as used herein, refers to the Director of the Real Estate Services Department, or his/her authorized representative.
- P. Division: as used herein, refers to the Project Management Division of the Real Estate Services Department of the County of San Bernardino. The Division is represented by the Director or Deputy Director.
- Q. Emergency: as used in this contract shall mean such situations as shall require immediate action preventing Contractor from contacting the County prior to execution.
- R. Final Acceptance: shall mean written acceptance of the Work by the County as evidence by the Director's signature, or his designee, on the recommendation for Acceptance or on a Notice of Completion.
- S. Inspector: as used herein shall mean any representative of the County authorized to perform inspections for various aspects of the Work.
- T. Job Order: as used herein refers to the obligation document written by the County, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price under a Job Order Contract. Each individual project to be accomplished under this contract will be through the issuance of a Job Order. A Job Order consists of plans, shop drawings, permits, specifications and the Detailed Scope of Work required to complete the work. The County will be responsible for the development of the Job Order as well as the observation and Acceptance of the Work contained within the Job Order. The County will review the Contractor's Job Order Proposal and if acceptable, shall sign the Job Order and issue a Notice To Proceed for the Work described therein. Each Job Order will include a Detailed Scope of Work, a firm fixed Job Order Price

Proposal from the Contractor, a time duration for the completion of the Work and any special conditions that might apply to that specific Job Order. There is no minimum or maximum value associated with an individual Job Order. A project may consist of one or more Job Orders.

- U. Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.
- V. Job Order Contract (JOC): is a competitively bid, indefinite quantity contract for accomplishing an ongoing series of individual repair and remodeling and related services. Work is accomplished through the issuance of individual Job Orders against the contract. The bid documents include a Construction Task Catalog<sup>®</sup> containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. Each Job Order issued will be a firm fixed priced order for accomplishing a specific task or project.
- W. Job Order Price: The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
- X. Job Order Price Proposal: A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- Y. Job Order Proposal: as used herein is the Contractor's offer to do work. It refers to the Job Order Proposal documents prepared by the Contractor quoting a firm fixed price to achieve a specific Detailed Scope of Work as requested by the County. The Job Order Proposal will also contain approved shop drawings, permits and submittals as necessary, a detailed Job Order Price Proposal comprised of appropriate line items and quantities from the Construction Task Catalog<sup>®</sup>, supporting documentation for any Non Pre-Priced Tasks, a construction schedule, a list of Subcontractors, and other documentation as may be required by the County prior to the issuance of a Job Order.
- Z. Joint Scope Meeting: A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- AA. Maximum Contract Value: The maximum value of Job Orders that the Contractor may receive under this Contract.
- BB. Minimum Contract Value: The minimum value of Job Orders that the Contractor has the opportunity to perform under this Contract.
- CC. Non-Compliance Notice: as used herein shall refer to a written notice issued to the Contractor that identifies installations, and/or substitutions that do not comply with codes or Contract Documents and for which payment cannot be made.
- DD. Non Pre-Priced Tasks: as used herein shall refer to those units of work that are not included in the Construction Task Catalog<sup>®</sup> but within the general scope and

intent of this contract and may be negotiated into this contract as needs arise. Such work requirements shall be incorporated into and made a part of this contract for the Job Order to which they pertain, and may be incorporated into the Construction Task Catalog®, if determined appropriate by the County, at the base price determined in this unit price contract. Non Pre-Priced work requirements shall be separately identified and submitted in the Job Order Proposal.

- EE. Normal Working Hours: shall mean standard shifts during the period of 7:00 a.m. to 5:00 p.m. Monday through Friday, except for County observed holidays. All other times are Other Than Normal Working Hours.
- FF. Notice of Completion: County shall record a Notice of Completion for each Project.
- GG. Notice to Proceed: is the written document issued by the County, authorizing the Contractor to commence work on an individual Job Order.
- HH. Other Contractors: as used herein shall mean any person, firm or corporation with whom a contract has been made by the County for the performance of any work which is not a portion of Work covered under this contract.
- II. Other than Normal Working Hours: Includes the hours of 5:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and County Holidays.
- JJ. Pre-priced Task: A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.
- KK. Project: The Project is the total construction improvements of which the Work, a series of individual Job Orders or an individual Job Order performed under the Contract Documents may be the whole or a part and which may include construction by the County or by Other Contractors.
- LL. Punch List: is a compilation of items which have not been completed in accordance with an individual Job Order and which will not interfere with the use of the premises as intended by the County.
- MM. Request for Proposal (RFP): refers to an official request made by the County for the Contractor to provide a Job Order Proposal for an identified project.
- NN. Subcontractor: as used herein shall be defined as a licensed person, firm, or corporation, and all of its lower tier Subcontractors, authorized to do business in the State of California, other than a material supplier/vendor laborer, who/which enters into a contract with a Contractor for the performance of any part of such Contractor's contract
- OO. Substantial Completion: shall mean that work on an individual Job Order is completed in accordance with the Detailed Scope of Work, plans and specifications, as modified by any Supplemental Job Order agreed by the

parties, so that the remaining work is such minor alterations and patching as the final inspection shall disclose. All warranties and guarantees for completed work shall commence at Substantial Completion of the project. The date of Substantial Completion will be established by the County.

- PP. Superintendent: as used herein refers to the executive representative of the Contractor who is present on the Work site at all times during the progress, authorized to receive and fulfill instructions from and communicate with the County, and capable of overseeing and executing the Work efficiently. The Superintendent shall be a direct employee of the prime Contractor. The Superintendent shall not actually perform the physical tasks involved unless otherwise waived in writing by the County.
- QQ. Supplemental Job Order: A secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- RR. Surety: as used herein shall mean the firm, corporation, or individual which is bound by the performance, payment and security (bid guaranty) bond with and for the Contractor, and which engages to be responsible for the Contractor's acceptable performance, payment and guaranty of the work and for payments of all debts pertaining thereto.
- SS. Technical Specifications: The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- TT. Unit Price: as used herein refers to the price published in the Construction Task Catalog® for a specific construction or construction related task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. The Unit Prices are fixed for the duration of the contract. Each Unit Price is comprised of the labor, equipment, tax, insurance bonds, and materials costs to accomplish that specific task.
- UU. Work: includes all labor, materials, equipment, transportation, and services necessary to produce the repair or remodeling tasks as required by the Detailed Scope of Work for an individual Job Order.

## **2. CONTRACT AND PERFORMANCE PERIOD**

- A. The Minimum Contract Value which the Contractor has the opportunity to perform, will be ordered under this contract, and which will be initiated by one or more Job Orders, is \$25,000. The Maximum Contract Value is stated in the Instructions to Bidders. The Maximum Contract Value may be increased to the maximum value allowed by law by agreement of both the County and the Contractor.
- B. This is a contract for repair, remodel or other repetitive work specified in individual Job Orders, effective for a period of 12 months from the start date of

the contract approved by the Board of Supervisors. Job Orders issued prior to, but not completed, by the expiration of the contract period will be completed with all provisions of this contract still in force.

- C. Performance time for each Job Order issued under this contract will be determined in accordance with the General Conditions. This performance time will be determined and agreed upon for each individual Job Order.
- D. The County, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order. Supplemental Job Orders to an original Job Order issued prior to but not completed by the expiration of the contract period, will be completed with all the provisions of this contract still in force.
- E. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

### **3. CONTRACT SCOPE**

- A. The contract scope shall be determined by the individual Job Orders issued hereunder. Upon receipt of a Job Order, the contractor agrees to provide all management, work, material, supplies, parts (to include system components), transportation, plant supervision, labor and equipment, except when specified as County furnished, needed to repair or remodel at designed County locations. The Contractor agrees to provide quality assurance as specified in strict accordance with all terms, conditions, special contract requirements, specifications, attachments, and exhibits contained in this contract, Job orders under this contract, or incorporated by reference. The Contractor agrees to also be responsible for site safety as well as site preparation and cleanup.
- B. The Contractor's Work and responsibility shall include all programming, administration, and management necessary to provide repair, remodel, and related services as ordered. The Work shall be conducted by the Contractor in strict accordance with the contract and all applicable laws, regulations, codes, or directives; including all Federal, State, and Local laws, regulations, codes and directives. The Contractor agrees to insure that all Work provided meets, or exceeds critical reliability rate or tolerances specified or included in applicable referenced documents.

Contractor agrees to perform such work as quality control, financial control, and maintain accurate and complete records, files, library of documents to include Federal State, and Local regulations codes, laws, listed herein, and manufacturer's instructions and recommendations which are necessary and related to the Work to be performed.

Contractor agrees to provide related services such as preparing and submitting required reports, maintaining record drawings current from activities under this contract, performing administrative work, and submitting necessary information as specified. The Contractor agrees to provide; materials lists to include trade names, brand names, model number, and ratings for all materials necessary for

a complete job.

- C. All Work will be ordered and funded when needed in accordance with the ordering clause and procedures contained in the Article 11 (Ordering Procedures).
- D. The Contractor may be required to complete Work in any location within San Bernardino County.
- E. The Contractor will be required prepare Job Order Proposals, perform Work on-site, and close-out many projects concurrently.
- F. The following documents and standards shall be used in the execution of Work under the contract and are considered to be part of this contract:
  - 1. Construction Task Catalog® (CTC)
  - 2. Technical Specification, in PDF format.

The intent of these specifications is to furnish concise industry and commercial standards for repair or remodeling of County facilities. If, however, there is a conflict between Federal, State, and Local codes and the Technical Specifications; Federal, State and Local codes shall be the governing document.

If there is a conflict between the section number contained in the CTC and the section number contained in the Technical Specifications, the description of the section shall control.

#### **4. INDEFINITE QUANTITY CONTRACT**

- A. This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the contract.
- B. Work or performance shall be made only as authorized by Job Orders issued in the accordance with the ordering procedures clause. The Contractor agrees to furnish to the County when and if ordered, the supplies or services specified in the contract up to and including the quantity designated in the Job Orders issued to the Maximum Contract Value designated in the contract.

#### **5. COMPLIANCE WITH APPLICABLE LAW**

This Contractor agrees to comply with all applicable Federal, State and Local laws, rules regulations, ordinances and directives, and all provisions required thereby to be included in this contract are hereby incorporated herein by reference.

## 6. EQUALS

When any material, product, thing or service is specified or indicated in the Contract Documents, or individual Job Order under the contract, by brand, trade, patent or proprietary name and/or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words "Or Equal." This is unless specifically directed by a County Project Manager that an exact brand, model is to be utilized for a specific Job Order, which direction shall be stated in the Job Order.

## 7. POST AWARD CONFERENCE

Before the issuance of the first Job Order under the contract, a conference will be conducted by the County to acquaint the Contractor with County policies and procedures that are to be observed during the prosecution of the Work and to develop mutual understanding relative to the administration of the contract.

## 8. GENERAL REQUIREMENTS

The County controls all work performed upon its real property.

- A. Management: The Contractor agrees to provide all appropriate personnel required to perform the Work and meet all contract requirements.
- B. Safety: The Contractor agrees to conduct regular safety meetings with its Subcontractor(s), and both the Contractor and Subcontractor(s) agree to familiarize themselves with all provisions of Article 65, "Safety and Health".
- C. Indefinite Work: The County will issue to the Contractor requests for Job Order Proposals for the firm-fixed-prices for Work requirements within the scope of the contract. The Contractor agrees to prepare all Job Order Proposals in accordance with Article 11, "Ordering Procedures."
- D. Site Visits: The Contractor agrees to visit all proposed work sites prior to the development of the Detailed Scope of Work. All site visits must be coordinate through the County.
- E. Scope of Work Requirements: The Contractor agrees to provide all documentation required to fully establish the Detailed Scope of Work, including but not limited to, shop drawings, sketches and/or specifications related to the proposed project. This documentation will be provided for the purpose of defining the Detailed Scope of Work, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues.

The Contractor agrees to prepare all documents, shop drawings, and "as-built" drawings to meet all the requirements of Local, State and Federal regulations, codes, and directives. The County agrees to also provide as necessary the permits, forms, studies, and other documentation required by codes and agencies.

- F. Non Pre-Priced Task Requirements: In addition to the work unit requirement in the Construction Task Catalog® (CTC) and Technical Specifications, the County may require Non Pre-Price Tasks. Such Non Pre-Priced Tasks shall be incorporated into the Job Order in accordance with these Contract Documents.
- G. Contractor Inspections: The Contractor agrees to inspect all repairs and refurbishments to ensure that all Work is accomplished as specified under this contract. The Contractor agrees to prepare and maintain inspection files that reflect past and current inspection dates, results of all inspections made, corrections required, and corrections made.
- H. Compliance with all Applicable Laws and Regulations: The Contractor agrees to, as part of its factor, prepare and review as necessary the documentation noted in Item 9E above, to ensure its compliance with all applicable laws and regulations.
- I. Performance Evaluation Meetings: The Contractor agrees to meet with the County as requested, and in any event, not less than once a month, during contract performance. Mutual effort will be made to resolve any problems identified.
- J. Documentation and Information: The Contractor agrees to, when required by the Division, produce for inspection at the Contractor's office, any and all documentation or information concerning the Contractor's financial status, including without limitation, books, accounts, records, financial statements, vouchers, and canceled checks. The Contractor further agrees to permit the Division to copy any such documentation or information.
- K. Compliance with Contract Documents: Failure to comply with all requirements in the Contract Documents may result in disqualification under future Requests for Prequalification for the San Bernardino County Job Order Contract Program or award of a future San Bernardino County Job Order Contract.

## 9. WORK REQUIREMENTS

The Contractor agrees to:

### A. Quality Control Plan:

1. The Contractor agrees to submit a written Quality Control Plan (QCP) which shall include the name of its employee responsible for ensuring quality. The Contractor agrees to notify the County, in writing, of any proposed change to the plan during the course of the contract. No change shall be implemented prior to review and Acceptance by the County. Once the County has accepted the Contractor's Quality Control Plan, it shall become part of this contract. Deviation from the Quality Control Plan without the express written approval of the County may place the Contractor in default of the contract.



2. The Contractor agrees to deliver two copies of its Quality Control Plan to the County no later than ten (10) Days from the date of contract award, and agrees to issue and deliver two copies whenever changes take place.
  3. The Contractor agrees to apply the approved Quality Control Plan, and agrees to ensure that all Work and requirements of the contract are met as specified.
  4. The Contractor agrees to maintain quality control over supplies, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality. In addition, the Contractor agrees to comply with industry standards except where Contract Documents specify more restrictive tolerances, more rigid standards, or more precise workmanship. The Contractor agrees to participate in County inspections and verification as required, and perform and validate corrective actions in a timely manner.
- B. Standards: The Contractor agrees to meet the standards set forth by the Technical Specifications and all other applicable regulations, codes, directives, equipment specifications, and manufacturer's instructions and recommendations inclusive of equipment or vehicles, supplies, parts, or materials utilized to provide the required Work. In case of uncertainty of detail or procedure, the Contractor should request additional instruction from the County.
- C. Material Acquisition: The Contractor agrees to determine all materials required for each Job Order from shop drawings and sketches, specifications, Detailed Scope of Work, instructions, and any other available resources. The Contractor agrees to acquire all necessary materials and use them to produce the desired finished products.
- D. Material Storage: All materials stored at work sites shall be stored in a manner that precludes any safety or health risk to the public. Hazardous materials or waste as defined by Federal Standard 313D shall be handled in accordance with Environmental Protection Agency Federal Regulations, State Department of Health, and Department of Transportation and South Coast Air Quality Management District (AQMD) procedures.
- E. Electrical Equipment: All Contractor equipment utilizing County electrical sources must meet UL standards and be compatible with existing circuits. The Contractor agrees to prevent operation, or attempted operation, of equipment that requires electrical power exceeding the capacity of existing circuits.
- F. Recoverable Resources: Recovery items to which the County does not claim valuable interest, such as metal scrap, scrap lumber, crating materials, empty barrels, boxes, textiles and bags, waste paper, cartons, and similar materials that retain useful, recycling, salvage, or saleable value, shall become the property of the Contractor.
- G. Work in Progress: The Contractor agrees to consult with the County to resolve

all scope problems, disseminate project information and maintain close coordination on all matters relating to Work in progress.

- H. Laboratory and Field Tests: The Contractor agrees to perform all laboratory and field tests, as directed by the County, to demonstrate compliance with Work specifications.
- I. Walk-Through Inspections: The Contractor agrees to perform preliminary walk-through inspections with the County and Inspectors to identify Punch List items and discrepancies prior to final inspection.
- J. Contractor Selection: The County may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established County procedures and based on one or more of the following criteria:
  - 1. Rotational selection among all Contractors, unless otherwise determined by the County.
  - 2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - 3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
  - 4. Management of Job Order dollar volume within bonding limitations of the Contractor.
  - 5. Price, as it relates to the County's independent cost estimate.
  - 6. Contractor's responsiveness to the County on Job Orders.
  - 7. Other appropriate criteria as deemed in the best interest of the County.

#### **10. INTERPRETATIONS OF PLANS AND SPECIFICATIONS**

- A. Every part of the Work, as shown on the drawings and described in the specifications which are provided by the County for a specific Job Order, must be complete and finished. No deviations are to be made from the drawings or specifications without previously obtaining written authorization from the Director or Deputy Director.
- B. In general, the drawings will show dimensions, positions, and kind of construction; and the specifications will define materials, quantities, and methods. Any Work called for on the drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked or specified, shall be the same as similar

parts that are detailed, marked or specified.

- C. The drawings shall be accurately followed as to scale, except where figures are given for dimensions which shall in all cases be taken in preference to scale measurements. Large-scale details take precedence over small drawings in all cases, full-scale drawings having preference.
- D. Should an error be found in the specifications or drawings, or in the work done by others affecting this Work, the Contractor shall notify the County at once, and the County will issue instructions as to procedure. If the Contractor proceeds with the Work so affected without such instructions, he will make good any resulting damage or defects. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation.
- E. Where on any drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn-out parts shall apply also to all other like portions of the Work. Where ornament or other detail is indicated on starting only, such detail shall be continued throughout the course of parts in which it occurs and shall also apply to all other similar parts in the Work unless otherwise indicated.

## **11. ORDERING PROCEDURES**

### **A. Joint Scope Meeting and Job Development:**

The County will issue, for each individual project, a Descriptive General Scope of Work and Joint Scope invitation requesting the Contractor's Superintendent and project manager and/or the County's end user representative, to meet at the project site. The County, Contractor and other necessary parties will visit the proposed work site and participate in a Joint Scope Meeting, which will include discussion and establishment of the following:

1. General Scope of Work
2. Definition and refinement of requirements
3. Existing site conditions
4. Methods and alternatives for accomplishing work including value engineering
5. Requirements for plans, sketches, shop drawings(s), submittals, etc.
6. Tentative construction duration work schedule
7. Preliminary quantity assumptions / estimates
8. Staging areas, site access and protocol for admission

9. Special conditions regarding unique facility operations
10. Safety requirements
11. Hazardous Materials or site conditions
12. Hours of operation
13. Liquidated damages
14. Date on which the Job Order proposal is due
15. Other requirements

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to the premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators; means of communications, and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor agrees to be responsible for taking these factors into account when developing its Job Order Proposal.

The Detailed Scope of Work will be completed by the Contractor and submitted to the County for approval, prior to issuance of a Request for Proposal. This Detailed Scope of Work must be submitted within Five (5) working days or a mutually agreed upon time at the Joint Scope Meeting. If consultant services are required to clarify project requirements, they will be completed and submitted with the Detailed Scope of Work for County approval before a Request for Proposal will be issued.

Unless waived in writing, the Contractor agrees to provide all documentation required to fully establish the Detailed Scope of Work including, but not limited to, shop drawings, sketches and/or specifications that comply with the contract specifications and relate to the proposed project. This documentation will be provided for the purpose of defining scope, obtaining permits, and assisting the County in determining the best possible solution for repair and refurbishment issues. If the County requests a change in the proposed Detailed Scope of Work, the Contractor agrees to submit a revised Detailed Scope of Work reflecting all requested changes within two (2) working days. Failure to comply with these requirements may result in disqualification under future Requests for Prequalification for the San Bernardino County Job Order Contract Program or award of a future San Bernardino County Job Order Contract.

B. Request for Proposal:

Upon completion of the joint scoping process, the County will prepare a draft

descriptive scope of work referencing any sketches, drawings, photographs and specifications required to document accurately the work to be accomplished. The Contractor shall review the descriptive scope of work and request any required changes or modifications. Once the project development stage and Joint Scope Meeting have produced a County approved Detailed Scope of Work, the County will issue a Request for Proposal (RFP) to the Contractor. The RFP will include the Detailed Scope of Work approved by the County and other pertinent information with regards to scheduling, submittals, shop drawings and sketch requirements. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular project. The Contractor agrees to prepare and submit a Job Order Proposal of Work in accordance with Section C below.

C. Job Order Proposal development:

The Contractor Job Order Proposal agrees to be comprised of the following elements:

1. Detailed Price Proposal

Pre-Priced work requirements

A Pre-priced Task is a task described in, and for which a Unit Price is set forth in, The Construction Task Catalog®. Pre-Priced work requirements will identify the type and number of work tasks required from the CTC. The price per unit set forth in the CTC shall serve as the base price for the purpose of the operation of this article. The Contractor's Job Order Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work tasks proposed are reasonable for the Detailed Scope of Work. Documentation to be submitted with the Job Order Proposal shall include, but not be limited to, Job Order Price Proposal, shop drawings, calculations, catalog cuts, and specifications, list of anticipated Subcontractors and Suppliers, construction schedule and any other requested documents.

The total extended price for Pre-Priced work requirements will be determined by multiplying the price per unit by the quantity required. The price offered in the Job Order Proposal will be determined by multiplying the total extended price by the appropriate Adjustment Factor. (Unit Price x quantity x Adjustment Factor.)

The Job Order Price shall be the value of the approved Job Order Price Proposal.

Non Pre-Priced Task requirements

Units of work not included in the CTC, but within the general scope and intent of this contract, may be negotiated into this contract as needs

arise. Such work requirements shall be incorporated into and made a part of this contract for the Job Order to which they pertain, and may be incorporated into the CTC if determined appropriate by the County at the negotiated price. Non Pre-Priced Tasks shall be separately identified and submitted in the Job Order Proposal. Whether a work requirement is Pre-Priced or Non Pre-Priced is a final determination by the County, binding and conclusive on the Contractor.

Information submitted in support of Non Pre-Priced Tasks agree to include, but not be limited to, the following: complete specifications and technical data, including work unit content, work unit costs data, schedule requirements; quality control and inspection requirements. Pricing data submitted in support of Non Pre-Priced Tasks include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the County, cost data shall be submitted demonstrating that the Contractor solicited and received three bids. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. The Contractor agrees to provide an installed Unit Price (or demolition price if appropriate), which shall include all costs required to accomplish the Non Pre-Priced Task.

In addition to items which are not included in the Construction Task Catalog®, a Non Pre-Priced line item maybe utilized, if the County clearly specifies the make or manufacture of the material that is to be utilized. The only item that will be accepted as Non Pre-Priced will be the direct material cost. If there is an associated line item listed in the Construction Task Catalog® for that type of material, then the labor and equipment costs must be utilized at the specific Adjustment Factor. In addition, to the Non Pre-Priced back up, a comparison to the material cost listed in the Construction Task Catalog® must be included with the Job Order Proposal Package for review and approval.

The final price submitted for Non Pre-Priced (NPP) Tasks shall be calculated according to the following formula:

Contractor performed duties

A = direct labor costs and fringe benefits per prevailing wage rates

B = direct material costs (supported by quotes)

C = direct equipment costs (supported by equipment amortization data)

D = allowable overhead costs =  $A \times 55\%$  (i.e., workers compensation insurance)

E = allowable profit =  $(A+B+C) \times 10\%$

Subcontractor performed duties

F = cost of Subcontractor(s) to Contractor (supported by quotes)

G = Contractor's allowance for Subcontractors cost =  $F \times 5\%$

H = Contractor's overhead for Subcontractor(s) costs in accordance with the following schedule:

F x 0% for NPP tasks < 10% of total Job Order value

F x 7% for NPP tasks 10-20% of total Job Order value

F x 10% for NPP tasks > 20% of total Job Order value

Total cost of Non-Pre-Priced Task

A+B+C+D+E+F+G+H After being used on three separate Job Orders, the unit price for the Non Pre-Priced Task may become fixed as a permanent Pre-Priced item, which will no longer require price justification.

The County's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.

Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the County may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all shop drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment

use fees are not reimbursable.

The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents. Failure to comply with these requirements may result in disqualification under future Requests for Prequalification for the San Bernardino County Job Order Contract Program or award of a future San Bernardino County Job Order Contract.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted within five (5) calendar days so that the submittal of the Job Order Proposal is not delayed.

2. Total Fixed Cost of the Job Order Proposal

The total fixed cost of the Job Order Proposal shall be determined by adding the total Job Order Proposal price offered for Pre-Priced and Non Pre-Priced work units.

3. Credits: Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

4. Submittals

All shop drawings, and "As-Built" drawings shall be prepared such that the drawings meet all the requirements of Local, State, and Federal regulations, codes and directives. The Contractor agrees to also provide as necessary, the forms, studies, and other documentation required by applicable codes and agencies.

The Contractor agrees to ensure that all engineering solutions conform strictly to the guides and criteria outlined in contract specifications. In



case of uncertainty of detail or procedure, the Contractor agrees to request additional instruction from the County. The Contractor is responsible for producing complete, competent, properly coordinated, and thoroughly checked documents.

At the Contractor's expense, as part of their Adjustment Factors, the documentation noted above, shall be prepared and reviewed as necessary to ensure its compliance with all applicable laws and regulations.

5. Work duration schedule

The Contractor agrees to furnish a schedule in accordance with Article 21, "Work Schedule" with each Job Order Proposal submitted.

6. Subcontractor's list

The Job Order Proposal represents the Contractor's offer to do Work, and as such, in accordance with sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Contractor agrees to list, on the Subcontractor listing report, the name and business location of each Subcontractor that will perform work, labor or render service on the Work in excess of one-half of one percent (1/2%) of the total Job Order Proposal amount. Contractors and Subcontractor which have been debarred from public works projects by the Labor Commissioner may not perform work under this contract. The Contractor agrees to list percentage of the project to be performed by proposed Subcontractor(s) and percentage of the project to be self-performed.

Contractor agrees to advise the County of any Subcontractor substitution(s) prior to commencement of Subcontractor work and to only substitute Subcontractor as authorized under Public Contract Code sections 4100 et seq. Contractor may be subject to penalties in accordance to the above referenced sections for illegal Subcontractor substitution.

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

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

undersigned prior to acceptance of the project.

7. Electronic Job Order Proposal

The Contractor agrees to transmit an electronic copy of the Job Order Proposal, using the County furnished software, to the County.

8. Complete Job Order Proposal

By submitting a signed Job Order Proposal, the Contractor is agreeing to accomplish the Work outlined in the RFP and the Detailed Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary line items in the Job Order Proposal and apply the appropriate Adjustment Factor(s) prior to submitting it to the County. Errors and omissions in the Job Order Proposal shall be the responsibility of the Contractor. All costs associated with preparing Job Order Proposals shall be the responsibility of the Contractor. The County makes no commitment as to the award of individual Job Orders.

- D. Job Order Proposal Review: Each Job Order Proposal received from the Contractor will be reviewed in detail for appropriateness of quantities, proper Adjustment Factor and tasks selected. Submittals will be reviewed, as well as the work duration schedule and list of Subcontractor(s). The County will evaluate the entire Job Order Price Proposal and compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of work units proposed and the County's estimate of the Detailed Scope of Work. The County will determine whether the Contractor's Job Order Proposal is acceptable.

The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that:

1. Will constitute or create a hazard to the work, or to persons or property;
2. Will not produce finished Work in accordance with the terms of the Contract; or
3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.

The County reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The County also reserves the right not to issue a Job Order if it is determined to be in the best interests of the County. The County may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including third party services), subcontractor costs, and the costs to review the Job Order Proposal with the County.

By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the County.

Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the County and delivered to the Contractor constitutes the County's acceptance of the Contractor's Job Order Proposal. A signed copy of the Job Order will be provided to the Contractor.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

E. Approval: Upon approval of the Detailed Scope of Work and the Contractor's Job Order Proposal, the County will issue a Job Order Authorization to the Contractor. The Job Order Authorization will include the firm fixed price of the Job Order and the project duration. Once the Job Order Authorization has been issued the Contractor agrees to:

1. Identify the Superintendent and Site Health and Safety Officer (SHSO);
2. Initiate submission of required shop drawings and submittals to the County for review and approval;
3. Prepare a detailed Work Schedule in accordance with Article 21.

The Contractor agrees to not begin construction prior to the construction start date identified in the Notice to Proceed (NTP).

The County reserves the right to reject a Contractor's Job Order Proposal based on unjustifiable quantities and/or methods, performance periods, inadequate documentation, or other inconsistencies or deficiencies on the Contractor's part in the sole opinion of the County.

The County reserves the right to issue a unilateral Job Order Authorization for the Work if a Job Order Proposal price cannot be mutually agreed upon. This is based upon unjustifiable quantities and incorrect line items in the sole opinion of the County.

The County also reserves the right to not issue a Job Order if the County's requirement is no longer valid or the project is not funded. In these instances, the Contractor has no right of claim to recover Job Order Proposal expenses.

The County may pursue continuing valid requirements by other means where agreement was not reached with the Contractor.

F. Job Order Proposal time requirements

1. Job Order Proposal submittal

The Contractor agrees to respond to a Request for Proposal within Five (5) working days, or a mutually agreed upon time. Contractor's response shall confirm receipt of the Request for Proposal, and a mutually agreed upon date for submittal of Contractor's detailed Job Order Price Proposal.

The Contractor agrees to make a thorough analysis of each Request for Proposal and submit all Requests for Information (RFI's) to the County. The RFI shall not extend the Job Order Proposal due date unless mutually agreed to by the County. All RFI's and responses will be included in the Detailed Scope of Work, for proper documentation.

2. Job Order Proposal review

The Contractor's project manager or agent agrees to be available for Job Order Proposal review meetings within two (2) Days of being notified by the County (via fax, e-mail, telephone, etc.). After review of the Job Order Proposal, the Contractor agrees to remove all inapplicable line items and adjust quantities as directed by the County.

3. Job Order Proposal modification

The Contractor will be granted only one opportunity to add new, valid line items that may have been omitted from its first Job Order Proposal by submitting a second, revised Job Order Proposal. The Contractor agrees to submit the revised Job Order Proposal within (2) two Days of the initial Job Order Proposal review meeting, unless otherwise specified in writing. Upon review of the revised Job Order Proposal, the Contractor agrees to remove all line items or adjust quantities deemed inappropriate by the County, and re-submit its Job Order Proposal within one (1) Day. No new line items may be added to the revised Job Order Proposal, nor may quantities be increased, nor modifiers added unless specifically agreed to in writing by the County's subsequent Job Order Proposal review.

4. Enforcement of time requirements

The Job Order Proposal time requirements contained herein will be strictly enforced. Failure to comply may result in the Contractor being deemed non-responsive to the Request for Proposal. The County may cancel the Request for Proposal from the Contractor and solicit another Contractor. The County may also deem the Contractor ineligible for any future JOC contracts.

## 12. CONSTRUCTION PROCEDURES

### A. Pre-Construction Meeting

Within no more than seven (7) Days from the issuance of the Job Order Authorization, unless the County grants additional time, the County will conduct a pre-construction meeting with the Contractor's project manager, Subcontractors, and the end-user to determine the actual project schedule, project access requirements and to address and resolve any customer concerns.

At the pre-construction meeting the Contractor agrees to:

1. Prepare a detailed work duration schedule and submit it to the County for approval prior to the issuance of the Notice To Proceed;
2. Designate in writing, the name of one or more persons who agrees to act as a Site Health and Safety Official (SHSO) who agrees to be at the job site at all times during which work of any kind is being performed, and who agrees to be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP);
3. Sign and submit to the County a Job Site Safety Affidavit specifying CAL/OSHA safety regulations with which the Contractor is required to comply. It is the responsibility of the Contractor to develop and submit the Job Site Safety Affidavit. The format of the Affidavit is to be determined by the Contractor. The Contractor is responsible to comply with all Safety regulations, which are pertinent to Completion of the Detailed Scope of Work.
4. Ensure all background checks are completed for all Contractor and Subcontractor personnel prior to the commencement of work at the job site. Provide a listing of all personnel working on the site.
5. Submit all Material Safety Data Sheets, required for materials to be utilized during the course of the job, as part of the Job Order Proposal. These are subject for review and approval by the County.

### B. Notice to Proceed

Following the pre-construction meeting, the County will issue a Notice to Proceed (NTP) which will provide the construction start date, the work duration period, and the Substantial Completion date. The Contractor agrees to begin and complete construction within the dates specified on the NTP. The County must approve all extensions of time in writing.

### C. Project Construction

The Contractor agrees to provide continuous on-site supervision on each Job

Order, using the Contractor's Superintendent while progress on the project is being accomplished. The Contractor's Superintendent agrees to be able to receive and comprehend instructions in English and agrees to be responsible for:

1. Coordination and providing supervision to all Subcontractor and workers;
2. Posting of the prevailing wage scale;
3. Maintaining a copy of the Contractors safety program manual made available to all construction personnel;
4. Conducting weekly on-site safety meetings;
5. Completing the daily labor and construction progress log on a daily basis and submit copies to the County on a daily basis. Copies of the previous day's reports must be submitted by 9:00AM of the following Day.
  - a. Daily labor log is to include a listing of Subcontractor(s) and a count of workers by trade providing services for the Day.
  - b. Construction progress log is to include a narrative of the work provided by trade(s). Narrative to include the various areas of the jobsite where Work was performed and any problems or conditions that were encountered.
  - c. In the event the Contractor fails to provide a daily log and/or construction progress log, the County may impose damages against the Contractor in the amount of fifty dollars (\$50.00) for each log and deduct from the Contractor's payment request, for each Day the Contractor does not provide the documentation.

County may suspend Contractor operations if no Contractor Superintendent is observed. All delays caused by the suspension will be the responsibility of the Contractor. No time extension or claims for cost(s) associated with the suspension will be granted by the County. Failure to comply with these requirements may result in disqualification under future Requests for Prequalification for the San Bernardino County Job Order Contract Program or award of a future San Bernardino County Job Order Contract.

D. Project Completion

The Contractor agrees to schedule a final job walk with the County. If required, the County will prepare a list of incomplete items, the "Punch List". The Contractor agrees to complete the "Punch List" corrections and schedule a final project completion job walk. The County will sign the "Punch List" as completed when determined, the project is finished. The Contractor agrees to submit the following along with its final payment request:

1. "Punch List" signed by the County;
2. Completed building inspection card;
3. All required warranties and maintenance requirements;
4. All record drawings or as-built drawings,
5. All required operation and maintenance manuals;
6. All keys and security entry cards;
7. Any other closeout items.

### **13. MEASUREMENTS TO BE VERIFIED**

Before ordering any material or doing any Work, the Contractor agrees to verify all measurements at the site of a specific Job Order, and agrees to be responsible for the correctness of the measurements. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated in the RFP. Any difference which may be found shall be submitted to the County for consideration before proceeding with the Work.

### **14. CAUTION TO CONTRACTORS**

The Contractor is cautioned in regard to Job Order Proposals to be issued hereunder that when the word approximate is used in conjunction with measurements, quantities, dimensions, etc., it is the Contractors' responsibility to verify any and all such items prior to submission of the Job Order Proposal. Contractors are also cautioned that any Job Order awarded is for all services or Work, as necessary, to repair and remodel the facilities covered by the contract in accordance with all contract terms and conditions. It shall also be the duty and responsibility of the Contractor to manage and conduct the required Work in the most effective and efficient manner possible and meet or exceed minimum critical rates or standards. In addition the Contractor is cautioned that no claims for additional moneys will be entertained when such claim is based upon a contention the contract fails to mention a specific item or component of facility covered by contract and the Work is required in the normal course of operations. For example, surfaced area repair statements may not mention culverts. However, culverts are a normal component of roads, streets, or erosion controls and are shown on plots or maps provided. As culverts are a normal component of the system, the Contractor agrees to be responsible for providing all necessary repair or replacement work or service.

### **15. SCHEDULING WORK**

As part of the required Joint Scope Meeting, the Contractor and the County will agree on a sequence of work; means of access to premises and building; space for storage of materials and equipment; Work and materials and use of approaches; use of corridors, stairways, elevators; means of communications; and the location of partitions, eating spaces, and restrooms for the Contractor, for individual Job Orders. The Contractor will

be responsible for taking these factors into consideration when developing Contractor's Job Order Proposal and schedule.

## **16. COMPUTER REQUIREMENTS**

The Contractor will be required to supply one (1) computer system capable of operating the County furnished JOC software, and individual email accounts for each of its project managers. The minimum system as described below is capable of operating the software. The system will be for the use of the Contractor and agrees to be owned, operated and located at the Contractor's discretion. The Contractor must have personnel trained in basic computer operations and must have high speed internet access. See section 93 for eGordian® software requirements.

The Job Order Contracting (JOC) System License and Fee Agreement is incorporated herein by reference. Any Contractor awarded a Job Order Contract shall be required to execute this Agreement with The Gordian Group.

The computer system will consist of these minimum specifications:

- A. Computer - Dell corp. Optiplex gx270, pentium 4, 3.2ghz (800 mhz bus), 1gbmb ram, 80gb hd (ata/100 7200rpm), 64mb video (geforce 4), 48x cd-rom, 2 usb 2.0), 10/100/10000 ethernet.
- B. Monitor
- C. Keyboard
- D. Mouse
- E. Software - Windows 2000 pro.

The Contractor will be responsible for providing maintenance for all the above equipment for the duration of the contract.

## **17. SPECIFICATIONS**

The Specifications are intended to establish the standards for quality, performance and technical requirements for all labor, workmanship, material, methods and equipment necessary to complete the Work.

When detailed specifications and drawings are provided by the County, for a specific Job Order these are to be considered part of the Detailed Scope of Work and take precedence.

## **18. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE**

- A. In the event that any provision(s) in any component part of the Contract Documents conflicts with any provision(s) of any other component part, the following order of precedence among the Contract Documents component parts



shall govern:

1. Contractor Agreement - County
  2. Written amendments and modifications to the contract
  3. Addenda and notices to bidders
  4. Job Orders (including Detailed Scopes Of Work and Requests for Proposals)
  5. Construction Task Catalog®
  6. Technical Specifications
  7. Performance bond
  8. Labor and material payment bond
- B. In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or the more stringent requirement shall govern.

## **19. STANDARD SPECIFICATIONS**

- A. Where the specifications or the building code stipulate that a material shall conform to the American Society for Testing Materials (A.S.T.M.) specifications or other recognized standards, the Contractor agrees to, when so required, deliver to the County an affidavit or certificate in triplicate, signed by the manufacturer or supplier that the material furnished conforms to specifications or standards mentioned. When tests are required, the results of such tests shall be delivered to the County.
- B. References to the "building code" are to the edition of the applicable building code listed in the specifications, including any amendments thereto.

## **20. RECORD DRAWINGS (AS-BUILT RECORDS); REFERENCE MATERIAL**

- A. The Contractor agrees to maintain a set of Contract Documents, when applicable, on the project site for record documents. The Contractor agrees to promptly advise the County of any observations during contract performance of deficiencies in record drawings. In the event subsurface utility lines are located in other than locations indicated in record drawings, County will be promptly advised of the observation. For subsurface utility lines placed or moved by the Contractor, actual locations shall be included in a revised record drawing, and the revised drawing will include, by offset dimensions to two permanently fixed surface features, the end of each run, including each change in direction. Valve, splice boxes, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of

each run shall also be recorded. For structures or facilities affected by Work under this contract, the Contractor, at the time of Substantial Completion, shall submit to the County "as-built prints" showing the aforementioned data. For structures or facilities which the County may take temporary possession or use of prior to Substantial Completion of the Work, the County may request and the Contractor shall furnish the "as-built prints" at the time of such temporary possession or use. In the event the Contractor fails to maintain the record drawings as required herein, the County will consider that satisfactory progress has not been achieved under the Job Order.

- B. Contractor payments are contingent upon the record drawings being maintained in a current status, in as much as the County will not approve full payment unless record drawings are current.
- C. As a condition precedent to the certifying of the final payment under the contract, the Contractor shall submit complete record documents to the County.

## **21. WORK SCHEDULE**

- A. All time limits stated in the Contract Documents are of essence to the contract. The Contractor shall prosecute the Work at such time and in such manner that Completion of the Work agrees to occur in accordance with the County approved work duration schedule, including authorized adjustments thereto. Failure to complete the Work on a timely basis will subject the Contractor to liquidated damages as outlined below.
- B. With each Job Order Proposal, the Contractor agrees to furnish a Gantt chart work duration schedule showing the order in which the Contractor proposes to perform the Work, the durations in which the Contractor is to perform the Work, and the relative dates on which the Contractor contemplates starting and completing project tasks, including the acquisition of materials, fabrication, and equipment. The County may determine the level of detail and number of tasks required to be included on the schedule. Unless otherwise specified, the schedule shall be in the form of a Gantt chart work duration schedule of suitable scale to indicate appropriately the percentage of Work scheduled for Completion. At the discretion of the County, the Contractor may be required to furnish a Critical Path Method (CPM) schedule.
- C. Contractor's detail work duration schedule: the purpose of this requirement is to ensure adequate planning, coordination and execution of the Work, and to evaluate the progress of the Work. The schedule indicates the dates for starting and completing various aspects of the Work including, but not limited to, on-site construction activities as well as the submittal, approval, procurement, fabrication, and delivery of major items, materials and equipment. The schedule indicates phasing of Work activities as required. The schedule provides the Contractor's initial plan for the Work based on its understanding of the Detailed Scope of Work, with the critical path highlighted.
- D. Schedule approval: all project schedules will be subject to the County's review and approval. The use of any particular scheduling system shall be subject to the

approval of the County.

- E. Schedule updates: the Contractor agrees to maintain the work duration schedule updates on an ongoing basis and, when the County requests it, include the updates in its payment request. The Contractor may be required to submit a narrative report with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to do so may be considered a material breach of the contract. Any additional or unanticipated costs or expense required to maintain the schedules shall be solely the Contractor's obligation and Contractor agrees not to charge the County.
- F. Adjustment of the work duration schedule: the Contractor agrees that whenever it becomes apparent to the County, from the current monthly status review meeting or the schedule, that phasing or Job Order milestone dates will not be met, it will take some or all of the following actions at no additional cost to the County.
  - 1. Increase construction manpower in such quantities and crafts as will eliminate the backlog of Work.
  - 2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
  - 3. Reschedule the Work under this Job Order in conformance with all other specification requirements. The Contractor agrees to be liable for any additional cost incurred by the County for the adjustment of project schedules.
  - 4. Prior to proceeding with any of the above actions, the Contractor agrees to notify and obtain approval from the County for the proposed schedule changes. If such actions are approved, the Contractor agrees to incorporate the revisions into the schedule.
- G. Failure of the Contractor to comply with the work requirement under this article shall be grounds for a determination that the Contractor is not prosecuting the Work with sufficient diligence to ensure Completion within the time specified in the Job Order. Upon making this determination, the County may terminate the Contractor's right to proceed with the Work, or any separate part of it, in accordance with the default terms of this contract.

## **22. COUNTY'S RIGHT TO DELAY COMMENCEMENT OF THE WORK**

The County agrees to have the right to direct the Contractor to withhold actual commencement of the Work in part or in whole, and the Contractor agrees to comply with such instructions. The Contractor agrees to be granted an extension of the Completion time of the Job Order equal to the number of working days delay caused to County pursuant to Contractor's compliance with such instructions. The Contractor will not be entitled to any additional compensation due to the subject extension of the Job

Order Completion Time.

## **23. OBSERVATION AND INSPECTIONS**

- A. All Work shall meet with the approval of the County and shall be completed in conformity with the Contract Documents.
- B. The County or its representative agrees to have access to the Work at all times. The Contractor agrees to furnish all facilities for inspection at the site, and at shops or yards, and agrees to not cover up any Work requiring inspection until the same has been approved by the County. If Work should be covered up before being inspected, the Contractor agrees to be required to remove such portions of the Work as may be necessary to disclose the part in question.
- C. The County shall be given access to the Work at all times. Such access shall not be subject to restrictions which are not directly related to the provision and maintenance of health and safety.
- D. An inspection notice may be issued if the contract Work has not been executed in full-compliance with the Job Order and specifications. The Contractor is responsible for bringing all Work subject to an inspection notice into full compliance with the Job Order and specifications at no additional cost to the County. No Work will be paid for by the County until such Work is brought into full compliance with the Job Order and specifications.
- E. Technical reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc. of the Contractor's Work or performance under this contract in accordance with the requirements of the Job Order and specifications.
- F. In order to allow for inspection by the County and other agencies, or any inspection required elsewhere in these specifications, the Contractor shall notify the Division a sufficient length of time in advance of the permanent concealment of any materials or Work.
- G. If otherwise not specified in the Detailed Scope of Work for the Job Order, whenever the Contractor desires to carry on the Work of this Contract at night or on a Saturday, Sunday, or holiday, he shall request authorization in writing from the Division for such Work at least twenty-four (24) hours in advance so that inspection may be provided, if authorization is granted, and the Contractor agrees to pay overtime reimbursement of costs for this service, unless otherwise specified.
- H. If any Work is concealed or performed without the prior notice specified above, then the Work shall be subject to such tests or exposure as may be necessary to prove to the County that the materials used and the Work done are in conformity with the plans and specifications. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall replace, at his own expense, any materials or work damaged by exposure and any faulty materials or workmanship evidenced by such exposure or testing.

- I. When, in order to comply with the intent of the specifications, and when not otherwise specified, inspection must be made at the plant or mill of the manufacturer or fabricator of material, the Contractor shall notify the County a sufficient length of time in advance to allow for arrangements to be made for such inspection.
- J. Any inspection or approval by any representative or agent of the County will not relieve the Contractor of the responsibility of incorporating in the Work only those materials which conform to the specifications, and any nonconforming materials shall be removed from the site whenever identified.
- K. The Contractor shall promptly remove from the premises all materials determined by the County to be nonconforming whether incorporated into the Work or not. Whenever Work has been determined to be nonconforming by the County, the Contractor shall promptly re-perform the Work in accordance with the Contract and without expense to the County; and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. No Work which is defective in construction or deficient in any of the requirements of the specifications shall be considered as accepted. The Contractor shall correct any imperfect work before the final inspection, or, at the option of the County, within the applicable guarantee period.
- L. Upon completion of the Work, the Contractor shall notify the County when he desires a final inspection of the Work. The County will make such inspection as soon thereafter as possible. If the Work is found to be in compliance with plans and specifications, the Division will recommend Acceptance of the Work and/or file the Notice of Completion with the County Recorder.

## **24. PERMITS AND LICENSES**

- A. Except as provided in D & E below, the Contractor agrees to obtain and pay for all permits required for the Work. Further, the Contractor agrees to obtain and pay for all permits incidental to the Work or made necessary by Contractor's operation. The Contractor agrees to obtain all building permits. The Contractor will be reimbursed for all direct costs of permits without mark-up. The Contractor must submit the direct cost of all permits and inspection in the Job Order Proposal. Any permit and/or inspection fees not included in the Job Order Proposal will not be reimbursed by the County. The County is not responsible for any re-inspection(s) required due to the Contractor's failure to pass initial inspection(s).
- B. The Contractor will be required to obtain a city business license to perform the work in the appropriate city, as specific in the Job Order.
- C. To comply with section 3800 of the Labor Code of the State of California, the Contractor and all Subcontractors requiring a permit (building, plumbing, grading, and electrical, etc.) agree to file a workers' compensation certificate with the County.
- D. Exclusive of off-site inspection specified to be the County's responsibility, the

Contractor agrees to arrange and pay for all off-site inspection of the Work including certification thereof required by the specifications, drawings, or by governing authorities.

- E. The County will provide on-site inspection of the Work and will arrange for off-site inspection when specified in the specifications. All other required inspections will be the responsibility of the Contractor.
- F. The County will not pay any costs for licenses required in the performance of the Work. The Contractor agrees to assume this responsibility in total.
- G. The County will inspect the Work for code compliance as part of permits pulled. The County will provide this inspection at no additional cost for the first inspection and for re-inspection. If the Contractor is unable to correct defective work after one re-inspection, the County may charge the Contractor for additional re-inspections.

## **25. TESTS**

- A. Arrangements for testing of materials, as required, shall be authorized and performed under the direction of the County's Building Construction Inspector.
- B. All material testing which conforms to or meets specified standards in the following categories shall be paid for by the County. Material tests in the following categories which fail to meet specified standards shall be paid for by the Contractor:
  - 1. Soil density tests
  - 2. Concrete compression tests
  - 3. Grout compression tests
  - 4. Mortar compression tests
  - 5. Testing of masonry units
  - 6. Testing of reinforcing steel
- C. Any other required or specified tests shall be paid by the Contractor and shall be performed by a qualified testing laboratory approved by the County.
- D. The Contractor shall pay for all additional and related costs, including professional services and special testing necessary to correct defects or damage to the project due to faulty materials or construction procedures.

## **26. SUBSTANTIAL COMPLETION**

- A. The date of Substantial Completion of the Work, or designated portion thereof as

set forth in the Detailed Scope of Work for a specific Job Order, is the date certified by the County when the Work is sufficiently complete and the County may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

- B. When the Contractor considers that the Work, or designated portion thereof as set forth in the Detailed Scope of Work, is substantially complete as defined above, the Contractor agrees to prepare for submission to the County a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the County determines that the Work or designated portion thereof is substantially complete, it will issue a certificate of Substantial Completion which agrees to establish the date of Substantial Completion. The certificate agrees to state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and agrees to list remaining items to be corrected or completed. The Work not fully completed or corrected shall be completed to the satisfaction of the County within thirty (30) calendar Days after Substantial Completion, or within a period of time mutually agreed upon between the Contractor and the County. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the County may complete or correct the items and deduct the cost thereof from the contract amount.
- C. Warranties required by the Contract Documents, as discussed in these General Conditions, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the certificate of Substantial Completion.
- D. In accordance with the General Conditions, the County reserves the right to occupy substantially completed portions of the Work and any such portion agrees to be subject to the above provisions for Substantial Completion.

## **27. OCCUPANCY BY THE COUNTY**

- A. The Contractor, Contractor's employees and representatives will be admitted by the County to the premises for the purpose of executing the Work to be performed under this contract, but they agree to have no tenancy.
- B. It is further understood that the County agrees to have the right to take temporary possession of, or use any portion of, any substantially completed or partially completed part of the Work as the County may deem necessary for its operations upon notice to the Contractor. Before taking possession of any Work, the County may furnish the Contractor a list of items of outstanding or deficient Work remaining to be performed or corrected on those portions of the Work that the County intends to take possession of or use. However, a failure of the County to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The County's possession or use shall not be deemed an Acceptance of any Work so occupied or used until Final Acceptance under the terms of this contract, and thereafter pursuant to the warranty provisions of this contract; provided that the Contractor will not be

responsible for any damages or loss to the Work in place caused by the County's possession or use.

- C. If prior possession or use by the County delays the progress of the Work or causes additional expense to the Contractor, an adjustment may be made in the contract amount or the contract time, under the applicable scheduling and cost provisions of this contract.

## **28. LABOR LAWS**

- A. The Contractor, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the work including, without limit, payment of applicable prevailing wages.
- B. The Contractor shall strictly adhere to the provisions of the Labor Code regarding the employment of apprentices; minimum wages; payment of wages; alien labor, the eight-hour day; overtime, Saturday, Sunday and holiday work; and nondiscrimination because of race, color, national origin, physical handicap, sex or religion. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
- C. In accordance with the Labor Code, prevailing wage rate determinations are included elsewhere in these specifications for the work to be done on this project. Updated wage rates will be made available to the Contractor, who shall pay not less than these rates.
- D. Certified payroll records can be requested by County at any time and shall be delivered by Contractor within ten (10) days. In all events, certified payroll records shall be made available as required by law.
- E. When the State Labor Code minimum wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wage rates per each work classification will prevail.
- F. Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.
- G. The Contractor shall inform himself as to Sections 1735, 1771, 1773, 1774, 1775, 1776, 1777, 1777.5, 1777.6, 1810, 1812, 1813, 1814, 1815, 1816, and 1850 of the Labor Code of the State of California, and shall comply with these and with all



other applicable laws. In accordance with Section 1770 of the Labor Code, the Owner has ascertained the prevailing wages applicable to the work to be done as set forth in the Bid Documents.

- H. The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed by the Contractor or by any Subcontractor in connection with the Work. Pursuant to California Labor Code Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- I. The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- J. Contractor shall comply with Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017). The requirements include, but are not limited to, the following:
  - 1. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) 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 requirements for bid purposes only as allowed 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 (awarded on or after April 1, 2015) 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. As required by the Department of Industrial Relations, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the Department of Industrial Relations.
  - 5. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued

on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- (1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
- (2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
- (3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

6. Registration with the Department of Industrial Relations and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

7. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to 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 public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section

7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees 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.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does 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."

8. Labor Code section 1771.1 states the following:

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

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

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

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

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

subdivision (a) of Section 1725.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The Contractors' State License Board.

(ii) The Secretary of State.

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

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

(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."

9. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a

mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

- K. As required by Labor Code section 1775(b)(1) the following Labor Code section are included in the General Conditions, and any revisions to the Labor Code sections hereinafter made are also incorporated:

Labor Code section 1771 - Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Labor Code section 1775 - (a)(1) The contractor and any subcontractor under the contract shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the



contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in [subdivision \(c\) of Section 1777.1](#).

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with [Section 1720](#)) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and [Sections 1771](#), [1776](#), [1777.5](#), [1813](#), and [1815](#).

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to [Section 1813](#).

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor

Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Labor Code section 1776 - (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The 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.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund ([29 U.S.C. Sec. 186\(c\)\(5\)](#)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to [Section 329 of the Unemployment Insurance Code](#) and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld

from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with [Section 6250](#)) of [Division 7 of Title 1 of the Government Code](#)) and the Information Practices Act of 1977 (Title 1.8 (commencing with [Section 1798](#)) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Labor Code section 1777.5 - (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in [Section 3077](#), who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with [Section 3070](#)) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California

Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a

particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Labor Code Section 1813 - The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815 - Notwithstanding the provisions of [Sections 1810 to 1814](#), inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.



**29. WORKER/WORKER CERTIFICATION**

Only workers skilled in the various trades required under this contract agree to be employed upon the Work. Any mechanic or laborer employed upon the Work, who in the opinion of the County, is non-cooperative or who shall prove careless or incompetent, agrees to be immediately removed from the Work by the Contractor, when notified to do so, and shall not be re-employed upon the Work.

**30. HOURS OF WORK**

Work in excess of eight hours per day will be permitted by employees of this Contractor, under this contract, only if section 1815 of the Labor Code of California is complied with by this Contractor.

**31. SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK**

- A. No work shall be done on Saturdays, Sundays or holidays recognized by the County government and no work shall be performed outside of Normal Working Hours without the consent of the County, unless required under the Job Order. In any event, all Work shall be subject to approval of the County. Prior to the start of such Work, the Contractor agrees to arrange with the County for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by Contractors for permission to work overtime, nights, Saturdays, Sundays or holidays, and such requests are granted, the Contractor agrees to bear all extra expense to the County for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the County, to work overtime by the County; or if overtime work is specifically required by the Job Order, all extra expense of inspection will be paid by the County. Should the Contractor find it necessary in order to complete the Work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays or overtime, these operations agree to be performed as part of the Work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for the Contractor to assume the cost of inspections.
- B. The County reserves the right to order in writing Work outside of Normal Working Hours to avoid inconvenience of occupants of existing facilities or to perform special operations that in the judgment of the County best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the County elects to order Work outside of Normal Working Hours, the Contractor agrees to make all arrangements to supply an adequate work force for the task to be accomplished and will be compensated by utilizing the other than normal factor, where applicable.

**32. PREVAILING WAGE SCALE**

- A. The Contractor agrees to comply with all provisions of the Labor Code of the State of California. However, if any Job Order will be paid for using Federal funds (Federally Assisted), then Federal labor standards, including the Davis-Bacon requirements, will be enforced, in addition to the State Labor code requirements.



- B. Under the provisions of said Labor Code, the California Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any contract which may be awarded by the awarding entity. If Federally Assisted then the U. S. Department of Labor will ascertain the prevailing hourly rate. When the State Labor Code prevailing wage and the Federal Wage Determinations (Davis-Bacon Act) are applicable due to federal funding involvement, the higher of the two wage rates per each work classification will prevail.
- C. Particulars of the current prevailing wage scale, which are applicable to the Work contemplated under these specifications, are filed with the County and the Department and must be posted at the project site by the Contractor.

### **33. EMPLOYMENT OF INDENTURED APPRENTICES**

- A. Contractor agrees to comply with sections 1777.1, 1777.5 and 1777.7 of the Labor Code, State of California.
- B. All Contractors agree to employ registered apprentices at a ratio in accordance with section 1777.5. Contractor agrees to be responsible for the compliance of all Subcontractors.
- C. Contractor and Subcontractors agree to keep an accurate record showing the name of the craft and wage rate of each apprentice and journeyman employed by each entity. Subcontractor agrees to provide, weekly, such records to the Contractor. Records shall be made available to the division of apprenticeship standards and the County, for the purpose of determining compliance. Failure to comply may result in withholding payments and other penalties as provided in Labor Code.

### **34. COUNTY OF SAN BERNARDINO SECURITY POLICY**

Contractor is advised that failure to fully comply with the security requirements of the contract shall result in the termination of the contract for default. The determination if the Contractor will be required to implement the following security procedures will be determined by County for each specific Job Order and will be directed by the County. This requirement will be defined as part of the Detailed Scope of Work.

#### **A. SECURITY**

- 1. All persons performing duties under the Contract shall be acceptable to the County. This shall include all employees of Contractor, all Subcontractors of Contractor, and all others who might have access to County facilities without the supervision of a County employee. This includes all Contractor employees, Subcontractor employees, and may include suppliers and vendors or anyone else Contract retains to perform Work. All costs are the responsibility of the Contractor. All time required to comply shall be reflected on the schedule for each individual project.

2. Acceptability shall be determined by:
  - a. Background investigation.
  - b. The County's previous experience with the individual (if applicable).
3. Only those individuals, who have been determined acceptable by the County, have received their County issued Identification (ID) cards and who have been designated on the Contract as the individuals who shall be providing service to the facility shall be allowed to work in County facilities. Individuals no longer working for Contractor shall return ID Cards to the County upon separation.
4. Those individuals who fail a background investigation shall not be allowed to work in any County facility.
5. The misuse of any County issued ID cards, access control cards, keys, or alarm codes by Contractor or any of the employees of Contractor shall be considered as failure to fully comply with the security requirements of this contract and shall be considered grounds for termination of the contract.

**B. BACKGROUND INVESTIGATION**

1. All individuals required by County to undergo a County conducted background investigation shall not be authorized access to any County facility prior to the individual passing the background investigation.
2. Contractor shall submit a complete background investigation package for each employee, including Subcontractors, who will require access to County facilities. They shall provide the following for each person requiring a background investigation:
  - a. A completed Authority to Release Personal Information form or other forms as required by the County.
  - b. A check in the amount of \$58.00 payable to the County of San Bernardino. The cost of the background investigation is currently \$58.00, and is required by the Department of Justice. Submit the completed package to the Division or as otherwise directed by the Division.

**C. INCOMPLETE PACKAGES WILL NOT BE ACCEPTED.**

1. Fees are determined by the County and the State of California and are subject to change at any time. Contractor will be responsible for any increase in fees.
2. Disqualifying information includes, but is not limited to the following:

- Character / Moral Turpitude Violations
- Theft / Related Offenses
- Affiliation with Criminal Elements
- Felony Convictions
- Current (Pending) Criminal Cases
- Active Arrest Warrants
- CORI = Criminal Offender Record Information
- CLETS = California Law Enforcement Telecommunication Systems
- Any information that would prohibit a Contractor employee access to CLETS and/or CORI as outlined by the California Department of Justice. The County shall be notified if there is any criminal activity during employment. Any disqualifying activity by an employee or Subcontractor of Contractor shall deem that individual unacceptable and removed from employment. If the disqualifying activity is by Contractor, the contract will be terminated.

### **35. SUBMISSION EQUAL EMPLOYMENT OPPORTUNITY DOCUMENTS**

Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this Contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs and regulations prior to commencing performance of the Contract. Copies of said laws, programs and regulations are available upon request from the San Bernardino County Human Resources Department at 157 West Fifth Street, First Floor, San Bernardino, California 92415. To the extent applicable, the provisions of said laws, programs and regulations are deemed to be a part of this Contract as if fully set forth herein.

- A. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L.92-540, Title V, Sec. 503(a), Pub. L.93-508, Title IV, Sec. 402. (38 USCA 2011-2013).
- B. Rehabilitation Act of 1973, as amended (Handicapped) Pub. L.93-112, as amended (29 USCA 701-794).
- C. California Fair Employment Practice Act. Labor Code Secs. 1410 et seq.
- D. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

E. Equal Opportunity Clause

In addition, during the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Section 60-1.4, as quoted in the "Construction Contract Labor Compliance Provisions (Attachment D)" and "Labor Compliance Contract Addendum" Compliance Guidelines For Construction Contractors", (elsewhere in these specifications).

F. Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973, and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250. (Wording appears in the "Contract Compliance Guidelines For Construction Contractor", elsewhere in these specifications.)

G. Affirmative Action for Handicapped Workers

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41CFR Sec. 60-741.4.

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Manager, provided by or through the Contracting Officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. The Contractors will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vender. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- H. Executive Order 11588 - The Contractor shall comply with the provisions of Executive Order 11588 issued March 29, 1971, and any other executive order, statute or regulation regarding the stabilization of wages and prices in the construction industry.
- I. Executive Order 11246 - The Contractor certifies that he will fully comply with Executive Order 11246, as amended by Executive Order 11375, and the rules and regulations issued thereunder, which are hereby incorporated by reference as appropriate. The Contractor commits himself to such compliance by submitting a properly signed bid or offer or by signing or otherwise accepting a contract or subcontract.
- J. The Contractor agrees to secure from each listed Subcontractor and file, with the County, each of the following supplied certificates, forms and reports according to the instructions furnished for each and at the time shown below for each:
1. Upon notification to proceed for an individual Job Order:
    - a. Certificate of non-segregated facilities (subcontracts under \$10,000 excluded).
    - b. Certificate with regard to the performance of previous contracts or subcontracts subject to the equal opportunity clause and the filing of required reports (contracts/subcontracts under \$10,000 excluded).
    - c. Statement of workforce needs.
    - d. Notice of equal employment opportunity.
  2. Within ten (10) Days of award of any subcontracts over \$10,000:
    - a. Contractor's notification of subcontracts awarded.

3. Prior to commencement of construction:
  - a. Notice of equal employment opportunity (subcontracts under \$10,000 excepted).
  - b. Certification for applicable fringe benefits payments.
  - c. Federal lobbying certification (subcontracts under \$10,000 excepted).
  - d. Contractor's notice of Section 3 commitment as stated in 24 CFR 135.1 et seq. (contracts under \$100,000 excepted).
4. During the construction period:
  - a. Contractor's list of Federal and non-Federal work in bid condition area (San Bernardino County). (Subcontracts under \$10,000 excepted.)
  - b. Certificate of understanding and authorization (required when Statement of compliance is signed by a designated person).
5. Upon hiring or contracting with a Section 3 resident or business firm (contracts under \$100,000 excepted):
  - a. Section 3 resident certification
  - b. Section 3 business certification
6. Upon Completion of construction (contracts under \$100,000 excepted):
  - a. Section 3 compliance report
- K. The Contractor agrees to have posted at the construction site prior to and during construction the following:
  1. Equal employment opportunity poster
  2. Labor poster
  3. Department of Labor wage decision

### **36. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

Contractor agrees to comply with the provisions of Executive Orders, 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment and contracting

opportunities, including laws and regulations hereafter enacted.

All Contractors and Subcontractors whose contracts are in excess of \$10,000 must comply with Executive Order 1246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR part 60).

A. Equal opportunity clause. During the performance of this contract, the Contractor agrees as follows:

1. The 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. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain

compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a mean of enforcing such provisions, including sanction for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Notice of requirement for affirmative action to ensure equal employment opportunity (Executive Order 11246).

1. The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for, the Contractor's aggregate work force in each trade on all work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation in each trade</u>	<u>Goals for female participation in each trade</u>
May 2009	19.0 %	6.9%

These goals are applicable to all the Contractor's work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contract also is subject to the goals for both its federally involved and nonfederally involved construction.



The Contractor's compliance with the Executive Order and the regulation in 41 CFR part 60 - 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 - 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor agrees to make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60 - 4. Compliance with the goal will be measured against the total work hours performed.

3. The Contractor agrees to provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any subcontract in excess of \$10,000 at any tier for work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
4. As used in this notice, and in the contract resulting from this solicitation, the "Covered Area" is the geographical area which comprises San Bernardino County, State of California.

C. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. As used in these specifications:
  - a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal social security number used on the employer's quarterly Federal tax return, U.S. Treasury Department form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban,

Central of South American or other Spanish culture or origin, regardless of race);

- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification);
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this contract resulted.
  3. If the Contractor is participating (pursuant to 41 CFR 60 -4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, it's affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the plan. Contractor must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees the overall good faith performance by Other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
  4. The Contractor agrees to implement the specific affirmative action standards provided in paragraphs 7 (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during

the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women agrees to excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made commitment to employ the apprentices and trainee at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor agrees to take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor agrees to document these efforts fully, and agrees to implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this agrees to be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- NOT FOR BIDDING
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs, apprenticeship and trainee programs relevant to the Contractor's employment needs especially those programs funded or approved by the Department of Labor. The Contractor agrees to provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board; accessible to all employees at each location where work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligation under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other

training by any recruitment sources, the Contractor agrees to send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60 -3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female force participation,

makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation agrees to not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor agrees to not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director agrees to proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of

change in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided agrees to be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. The Director, from time to time, agrees to issue goals and timetables for minority and female utilization which agree to be based on appropriate work force, demographic or other relevant data and which agree to cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal register, and shall be inserted by the contracting officers and applicants, as applicable in the notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have Federal or Federally Assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
17. Specific EEO requirements. For a Federally Assisted construction contract in excess of \$10,000 the Contractor/Subcontractor agrees to:
  - a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: certification of non-segregated facilities and certification with regard to the performance of previous contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor - ESA, 200 Constitution Avenue, NW, Room c3325, Washington, excess of \$10,000, listing the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
  - c. Send a notice of the Contractor's commitment to Equal Employment Opportunity to labor unions, or representatives of workers prior to commencement of construction work.
  - d. Display an Equal Employment Opportunity poster in a conspicuous place available to employees and applicants for employment.

- e. For contracts in excess of \$10,000, bind Subcontractor to the Federal Equal Employment Opportunity requirements by including the provisions of paragraphs a through c, above, in the subcontract.
- 18. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 19. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 20. Affirmative action compliance requirements:

The following forms and reports are required to be completed by the Contractor and/or Subcontractor according to the instructions furnished for each and at the time shown below for each:

- a. Within ten working days of subcontract award:
  - Contractor's notification of subcontracts awarded
- b. Prior to commencement of Work:
  - Notice of EEO commitment
- c. During the construction period:
  - Monthly employment utilization report (form cc257)

### **37. FAILURE TO COMPLY WITH AFFIRMATIVE ACTION**

In the event the Contractor fails to provide any of the documents required by Articles 35 and 36 of these General Conditions, the County may take any of the following actions:

- A. Impose damages against the Contractor in the amount of two hundred dollars (\$200) for each violation found and determined if the Contractor does not provide the proper documentation within fourteen (14) calendar Days of notification.
- B. Withhold the release of five percent (5%) retention as indicated in the payments article of these General Conditions.
- C. Provide the Contractor with a failing grade on its contract term, which will be maintained by the County.



- D. Notify the Contractor that its JOC contract has been cancelled, terminated, or suspended because it has failed to comply with affirmative action reporting requirements.
- E. Notify the Contractor that it intends to commence debarment proceedings because the Contractor has failed to comply with affirmative action reporting requirements.

### **38. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor and all Subcontractors of any tier agree to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR part 5) which is incorporated by reference in this contract.

### **39. EECBG FUNDS AND CDH FUNDS**

#### **A. Energy Efficiency and Conservation Block Grant (EECBG)**

If the individual Job Order is funded with Energy Efficiency and Conservation Block Grant fund, the following requirements will be in effect. The determination if the individual Job Order is EECBG funded will be identified in the Detailed Scope of Work for the specific Job Order.

Record Keeping – Contractors must maintain payrolls and basic records and submit certified weekly payrolls. Although use of [Form WH-347](#) is optional, the form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis Bacon and related Acts. Records to be maintained include:

1. Name, address, and social security number of each employee;
2. Each employee's work classification(s);
3. Hourly rate(s) of pay (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof);
4. Daily and weekly numbers of hours worked;
5. Deductions made; and actual wages paid.

Contractor shall submit weekly a copy of the payrolls to the County.

1. The prime contractor is responsible for the submission of the copies of payrolls of all subcontractors.
2. Each payroll shall be submitted with a "Statement of Compliance."

- a. Payroll contains the required information.
  - b. Each labor and mechanic has been paid the full weekly wages.
  - c. Each labor and mechanic has been paid not less than the applicable wage rates and fringe benefits.
3. The Contractor and Sub-contractors shall make the payroll records available for inspection, copying, or transcription by authorized representatives of the Department of Energy.
- a. The recipient or sub-recipient shall insert in the contract any or all clauses related to the Davis Bacon and its related acts
4. The contractor shall post in a prominent and accessible place at the project site wage determination (including additional classification and wage rates) and the Davis Bacon poster (WH-1321)

**B. Community Development Block Grant Funds (CDH)**

If the individual Job Order is funded with Community Development Block Grant Funds, then all requirements in the County of San Bernardino Community Development and Housing Construction Contract Labor Compliance Provisions (Attachment D) and Labor Compliance Contract Addendum, including but not limited to Federal Labor Standard Provisions (HUD 4010 form), apply and are attached. The determination if the individual Job Order is funded by a Community Development Block Grant will be identified in the Detailed Scope of Work for the specific Job Order.

**40. PAYROLL RECORDS**

The Contractor agrees to comply with the requirements of section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in subdivision (a). Contractor and Contractor's Subcontractor of any tier agree to submit to the County a copy of all certified payrolls, indicating that the wage rates are not less than those determined by the California Department of Industrial Relations or Federal prevailing wage rates if applicable, and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. The Contractor agrees to be responsible for the submission of copies of payrolls for all Subcontractor with the submission of payment request.

Certified payroll shall be submitted with each payment request and shall include:

- A. Original document
- B. Company name & address
- C. Account number/project number

- D. Project name & address
- E. Period of time in which work is being performed
- F. Employee name, address and social security number
- G. Work classification, including sub-classification
- H. Hours paid
- I. Rate of pay
- J. Deductions
- K. Payroll check number
- L. Benefits
- M. Signature of employee authorized to certify payroll

#### **41. QUALITY OF WORK AND MATERIAL**

- A. All materials, parts and equipment furnished by the Contractor agree to be new, first quality and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.
- B. Any item or work installed by the Contractor but not in conformance with the drawings and specifications shall be removed and reinstalled by and at the Contractor's expense upon written request from the County.
- C. If such items or work are not removed or satisfaction obtained by the County within 30 calendar Days of such request, then the County may have such items or work removed and work completed to conform to drawings and specifications at the Contractor's expense.

#### **42. RESPONSIBILITY OF CONTRACTOR AND ITS REPRESENTATIVES**

- A. The Contractor will designate a County approved individual to serve as the primary point of contact for the contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. The Contractor shall not change the primary contact without written acknowledgement to the County. Contractor or designee must respond to the County inquiries within two (2) County business days.
- B. The Contractor agrees to give personal attention and supervision to the Work until same is entirely completed. The Contractor must have a senior manager in charge, who is competent to manage and administer the contract, and oversee the progress of the Work. The name of this representative shall be sent by letter to the Division immediately after the awarding of the contract.

- C. The Contractor must have a competent, full-time, on-site Superintendent in charge of overseeing the progress of Work performed on each Job Order under this contract, and who is authorized to receive instructions and to act for the Contractor on all matters related to the Work. This person shall be acceptable to the County and shall have a cell phone at which he or she can be reached at all times. The Contractor agrees to submit the name of its Superintendent in the Proposal for each Job Order. County may suspend the Contractor's work at the jobsite if Contractor's Superintendent is not present during the prosecution of the Work. The Contractor shall also have at all times an Office Manager assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. At all times, the Contractor shall provide one Superintendent for every Job Order.
1. The Contractor shall reimburse the County \$400 per calendar day that a Superintendent is not on site at all times Work is being performed.

#### **43. REPAIRING DAMAGED WORK**

- A. Contractor agrees that all portions of the Work that may be damaged by accident or in the course of or on account of building operations, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired and turned over to the County ready for use.
- B. Should any part of the Work of this contract be cut into or damaged by Other Contractors, the Contractor and party causing such damage agrees to make adjustments between themselves relative to repairs and payment for same.

#### **44. LIST OF SUBCONTRACTOR AND SUBLETTING WORK**

- A. No part of the Work shall be done as piece work, nor shall it be left to a Subcontractor after the execution of the Notice To Proceed except as provided by law. In case part of the Work should be sublet, these General Conditions shall govern each trade insofar as they may apply to the Work of that trade.
- B. Where more than one Contractor or where Subcontractor are engaged upon the Work, they shall coordinate their efforts (in accordance with these General Conditions regarding Other Contractors, or under the control and guidance of the general Contractor), and agree to be responsible, one to the other, for any damage or injury to the Work.
- C. Contractor agrees to be governed by the provisions of sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California. Contractor agrees to set forth in their Job Order Proposals, on forms provided for same, the name and location of the mill, shop or office of each Subcontractor who agrees to perform the work or labor or render service to the Contractor in or about the Work, and the portion of the Work which agree to be done by each Subcontractor.

- D. No subcontract shall be assigned or transferred except as provided in the above sections of the Public Contract Code of the State of California.
- E. In case any Work is left to a Subcontractor, the Contractor agrees to be at all times responsible for the Work so done to same extent as if the Contractor were doing or had done the Work.
- F. In accordance with Public Contract Code sections 4100 et seq., the Contractor must list all Subcontractors who agree to perform in excess of 1/2 of one percent (1/2%) of the Work on each Job Order Proposal.
- G. The Labor Commissioner may debar from bidding on, or receiving a public works contract, any Contractor or Subcontractor found to have violated public works laws with intent to defraud. No debarred Contractor or Subcontractor may perform work pursuant to this contract. A list of debarred Contractors and Subcontractor is published by the Labor Commissioner. The Contractor is liable for payment of wages due to any employees of debarred Contractor that was permitted to work under this contract.
- H. Without the prior written consent of the County, the contract is not assignable by the Contractor either in whole or in part.

#### **45. ADVERTISING**

No advertising matter shall be attached or painted on surfaces of buildings, fences or canopies, except that names of Contractors and Subcontractor, with their addresses and the designation of their particular branch may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the County. The Contractor agrees to provide a project identification signboard as specified.

#### **46. COORDINATION WITH OTHERS AND OTHER CONTRACTS**

- A. The County reserves the right to award other contracts for any work on any portion of the project not included in this contract.
- B. Where coordination with Other Contractors is required, the Contractor agrees to make the appropriate provisions in Contractor's CPM schedule for the access to the site by those Contractors, the schedules of work developed by them, and any coordination required between any of those Contractors and between any of them and this Contractor.
- C. The Contractor agrees to perform the Work of the contract so that it will properly coordinate and fit the work performed by Other Contractors. The Contractor agrees to give the Other Contractors every reasonable opportunity to perform their work, store materials and place equipment thereof, and fit Contractor's Work to the work of Other Contractors. The Contractor agrees to furnish to the Other Contractors all information necessary in order that they may properly connect and fit their work to Contractor's in ample time, so that they may have reasonable opportunity to prepare their work therefore. The

Contractor agrees to make the Work of this contract ready to receive the work of the Other Contractors at the time fixed thereof, and agrees to fit this Work to that of the Other Contractors at the time fixed therefore.

- D. The Contractor agrees to cooperate with others in the prosecution of all Work and agrees to not interfere with material, equipment or workers of the County or Other Contractors engaged by the County at the site of the Work.
- E. All Contractors engaged in Work at the site, agree to have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the County, whose decision relative to said use shall govern.
- F. If any part of the Contractor's Work depends for proper execution or results upon the Work of any Other Contractor, the Contractor agrees to inspect and promptly report to the Director any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the Other Contractor's work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the Other Contractor's work after the execution of the Contractor's Work.
- G. Should the Contractor cause damage to the Work or property of any Other Contractor on the project, the Contractor agrees to, upon due notice, settle with such Other Contractor by agreement or arbitration if it will so settle. If such Other Contractor sues the County or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the County agrees to notify the Contractor who agrees to defend such proceedings at the Contractor's expense, and if any judgment or award against the County arises there from, the Contractor agrees to pay or satisfy it and agrees to reimburse the County for all attorney's fees and court or arbitration costs which the County has incurred.

#### **47. CONTRACTOR'S EQUIPMENT**

The Contractor agrees to furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work. All such equipment and Work shall meet all requirements of all ordinances and laws applicable thereto.

#### **48. CONTRACTOR PERSONNEL**

- A. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the Work and agrees that whenever the County informs the Contractor in writing that any workers on the site are incompetent or disorderly such worker shall be discharged from the Work and shall not again be employed on the Work without the County's written consent.

- B. The Contractor agrees to give adequate attention to the faithful prosecution and completion of this contract and agrees to keep on the site at all times during project's progress, competent personnel, Superintendent and any necessary assistants to supervise and direct the Work. Grounds for removal of Contractor personnel specifically include (but is not limited to) the failure or refusal of such personnel to adhere to the Contractor's planned work schedule as approved with the Job Order Proposal.
- C. The Contractor's project manager agrees to supervise and direct the Work in accordance with the contract requirements. The Contractor agrees to be responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work.
- D. Before starting the Work, the Contractor agrees to designate and submit for County's approval, in writing, the names of the project manager and the Superintendent who will be assigned to the Work, along with their qualifications and experience. A facsimile of the project manager's signature shall be submitted to the County.
- E. The Contractor agrees to notify the County and obtain written approval for any change or reassignment of key personnel.

#### **49. KEY PERSONNEL**

- A. The Contractor agrees to submit the pre-award survey within 24 hours of notification of apparent low bid, which shall contain a project staff organizational chart including the names and resumes of employees in key positions who will work on this contract. All employees in key positions must be approved by the County.
- B. If any key personnel furnished by the Contractor for the project in accordance with the key personnel provisions of this section should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the Contractor agrees to promptly notify the County explaining the circumstances. Changes in assignment of key personnel due to commitments not related to this contract are prohibited without County approval. Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision and project management, the County will direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the County. In the event the County's personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the County \$175 per hour for such effort.
- C. On request by the County, the Contractor agrees to furnish to the County within seven (7) Days the name of the person substituting for the individual

unable to continue, together with any information the County may require to judge the experience and competence of the substitute person. Upon approval by the County, such substitute person shall be assigned to this contract and if the County rejects the substitute, the Contractor agrees to submit a second substitute person seven (7) Days thereafter. Such process shall be repeated for a reasonable period until the County approves the proposed replacement. After which a reasonable transition time of seven (7) days shall occur.

- D. In the event that, in the opinion of the County, the performance of personnel of the Contractor assigned to this contract is at an unacceptable level, such personnel shall cease to be assigned to this contract and shall return to the Contractor, and the Contractor agrees to furnish to the County, the name of a substitute person or persons in accordance with the previous paragraph. Absence of acceptable key personnel for the Work shall constitute an event of default.

## **50. AUDITS AND RECORDS**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this contract.
- B. County, State of California, or Federal Government, or any subdivision or appointee for these entities, shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by this contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State Representatives for a period of four years after final payment under the contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this contract may be subject to review or audit unless provided in this or another contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s).
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.



- F. Upon County request, contractor shall hire a licensed certified public accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the contract, a certified fiscal audit of related expenditures during the term of the contract and a program compliance audit.
- G. All documents, data, products, graphics, computer programs, and reports prepared by the contractor pursuant to this contract shall be considered property of the County upon payment for services.

## **51. WARRANTY AND CORRECTIONS TO WORK**

- A. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (J) of this article, that Work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.
- B. Corrections to Work may be required during the Work or the warranty period. The County is expressly authorized at County's option to apply any sums withheld from progress payments toward the cost of such corrections.
- C. This warranty shall continue for a period of one year from the date of Substantial Completion of the Work. If the County takes occupancy of any part of the Work before Final Acceptance, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the County takes Substantial Completion. The County will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.
- D. The Contractor agrees to remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor agrees to remedy at the Contractor's expense any damage to County owned or controlled real or personal property, when that damage is the result of:
  - 1. The Contractor's failure to conform to or comply with contract requirements; or
  - 2. Any defect of equipment, material, workmanship, or design furnished.
- E. The Contractor agrees to restore any Work damaged in fulfilling the terms and conditions of this article. The Contractor's warranty with respect to Work repaired or replaced shall run for 1 year from the date of repair or replacement.
- F. The Director agrees to notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- G. If the Contractor fails to remedy any failure, defect, or damage within 10 working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the County agrees

to have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair and correction, including compensation for additional professional services shall be paid by the Contractor.

- H. With respect to all warranties, express or implied, from Subcontractor, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor agrees to:
1. Obtain all warranties that would be given in normal commercial practice;
  2. Require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and
  3. Enforce all warranties for the benefit of the County, if directed by the County.
- I. In the event the Contractor's warranty under paragraph (C) of this Article has expired, the County may bring suit at County's expense to enforce a Subcontractor's, manufacturer's, or supplier's warranty.
- J. The Contractor agrees to not be liable for the repair of any defects of material or design that is furnished by the County nor for the repair of any damage that results from any defect in County furnished material or design.
- K. This warranty shall not limit the County's rights under other articles of this contract with respect to latent defects, gross mistakes, or fraud.
- L. The terms of this condition do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligation imposed by this condition shall survive termination of the contract.

## **52. FAILURE TO COMPLETE WORK ON TIME – LIQUIDATED DAMAGES**

- A. Timely Completion of Job Orders issued under this contract is of the essence. Should the Contractor fail to substantially complete the Work specified in the Job Order in accordance with the approved construction schedule, and provided the Contractor has not previously obtained a written extension of Job Order Completion Time from the County according to the General Conditions, at the sole discretion of the County a sum appropriate with the following schedule may be deducted from each succeeding request for payment as liquidated damages on each Job Order if applicable.

### **Schedule for Liquidated Damages**

<u>Job Order Price</u>	<u>Liquidated damages per Day</u>
Up to \$100,000	\$200
\$100,001 to \$500,000	\$300

Over \$500,000

\$750

- B. The applicability of liquidated damages shall be clearly noted on the Request for Proposal for each Job Order. No liquidated damages shall apply if not noted on the Request for Proposal.
- C. If the Contractor fails to complete any part of the Work in accordance with the work duration schedule, the County agrees to have the right to complete that part of the Work it deems necessary in order to maintain the work duration schedule. All direct and indirect costs of such Work shall be paid by the Contractor.
- D. Liquidated damages are in addition to the \$400 per calendar day that Contractor shall reimburse the County if a Superintendent is not on site at all times Work is being performed.

### **53. DISRUPTION OF COUNTY SCHEDULED ACTIVITIES**

The Contractor agrees to not cause any disruption to a County scheduled activity. The Work shall be coordinated with the County and shall be accomplished in accordance with the schedule set forth in Job Orders issued hereunder. Schedule revisions shall be made known to the County on a timely basis, and all extensions of time must be in writing and approved by the County.

### **54. TRUCKING**

The Contractor agrees to require that all trucks entering or leaving the project sites with loose materials be loaded and covered in a manner that will prevent dropping of materials on streets while in transit. Suitable tarpaulins shall be placed over the loads for materials subject to blowing.

### **55. TOILET FACILITIES**

Contractor's personnel will normally be permitted to use toilet facilities on premises subject to regulation and control of the County. In the event Work is in a remote area or that toilet facilities are not available, adequate and suitable temporary facilities shall be provided by the Contractor.

### **56. ELEVATORS**

- A. Any temporary use of existing elevators shall be by arrangement with the County. Such use will be of an intermittent nature. The Contractor agrees to provide and maintain suitable and adequate protection covering for the elevator machinery, the hatchway entrance, and the interior of elevator during the periods of temporary use. Elevators shall not be loaded in excess of the rated capacity of the elevator.
- B. The County will bear the cost of electrical current for such temporary existing elevator usage. On Completion of the Work, the Contractor agrees to remove

the protective coverings together with any resultant dirt and debris.

## **57. UTILITIES**

The County will provide access to utilities, such as electrical, water, sewage, etc., however, the Contractor may be required to pay for these services at current rates. The County will identify service tie-in points but connections to these tie-in points shall be the responsibility of the Contractor. The County will not be liable for any claims for costs associated with temporary outages or unavailability of these utilities.

## **58. REGULATIONS**

The site of the contract Work is on County property, or County leased property, or property where the County has authority to perform the Work, and all rules and regulations issued covering fire, safety, sanitation, severe weather conditions, admission to buildings, conduct of operations, etc., shall be observed by the Contractor, Contractor's employees, and Subcontractors. The regulations include:

- A. Fire prevention: Contractor's and Subcontractor's employees shall be cognizant of, and agree to comply with, all requirements for handling and storing combustible supplies and materials, daily disposal of combustible waste, trash, etc., in accordance with Federal, State and Local requirements, codes and regulations. The Contractor will require employees to become familiar with methods of activating building fire alarms.
- B. Safety: all rules of safety which are or may be imposed upon the Contractor by Federal, State, or Local code or regulation shall be effectively carried out in the performance of the Work set forth herein. Contractor agrees to take proper safety and health precautions to protect the Work, the Contractor's employees, the public and the property of others.
- C. Sanitation: the Contractor is responsible for and agrees to maintain all areas used by the Contractor in performance of the contract in a clean, neat, orderly, sanitary, and safe condition. The premises shall be kept free from accumulation of waste material and rubbish resulting from Work at all times. Combustible materials shall be removed daily.
- D. Conduct: The County reserves the right to refuse access to any Contractor's employee if the County determines it to be in the best interest of the County.

## **59. CONTRACTOR LIABLE AND RESPONSIBLE TO COUNTY**

- A. The Contractor agrees to be held liable by the County for the performance of all the Work provided for under this contract. These specifications make no attempt to fix the Detailed Scope(s) of Work of the Subcontractor or the responsibility of any such Subcontractor, it being understood that the Contractor agrees to fix the detailed scope of all work and responsibilities of the Subcontractor.

- B. Any disputes which may arise in this connection between the Contractor and any Subcontractor must be settled between the parties concerned. The County will not undertake or be in any way responsible for the settlement of such disputes.

#### **60. ENVIRONMENTAL PROTECTION**

- A. The Contractor agrees to be responsible to protect the environment of work areas as affected by this contract. Contractor agrees to be responsible for the proper disposal of all solid, liquid, and gaseous contaminants and refuse in accordance with all Federal, State, Local requirements, codes and regulations.
- B. All chutes for refuse, and the like shall be covered or of such a design to fully confine the material to prevent the dissemination of dust.

#### **61. PROTECTION OF WORK AND PROPERTY**

- A. The Contractor agrees to continuously maintain adequate protection of all of the Contractor's Work from damage, and agrees to protect the County's property from injury or loss arising in connection with this contract. The Contractor agrees to make good any such damage, injury or loss, except as may be directly due to or caused by agents or employees of the County.
- B. The Contractor agrees to adequately protect adjacent property as provided by law and the Contract Documents.
- C. The Contractor agrees to provide and maintain all passageways, guard fences, lights and other facilities for protection and security required by public authorities or local conditions.
- D. In an emergency affecting the safety of life, of the Work, or of adjoining property of County, the Contractor, without special instructions or authorization from the County, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury.
- E. Any compensation claimed by the Contractor on account of emergency work as set forth in D above shall be determined by agreement of the County and the Contractor.
- F. The Contractor agrees to carefully protect all trees, shrubs, and hedges, not specified as being removed, from injury during Work and pay for damages to same resulting from insufficient or improper protection.
- G. The Contractor agrees to send proper notice, make all necessary arrangements and perform all other services required for the care, protection and maintenance of all public utilities, including mail boxes, fire plugs, power and telephone poles and wires, and all other items of this character on or around the building site.
- H. Building materials, Contractor's equipment, and other supplies necessary to

the Work may be stored on the premises with approval of the County. This shall in no manner relieve the Contractor from full responsibility for such materials.

- I. Where materials are not sold or furnished in packages or containers, the Contractor, when requested by the County, agrees to obtain invoices from the manufacturer or its agents covering such materials showing the name and brand of the materials furnished, which invoices must be furnished to the County.
- J. In the event of accidental damage to or disruption of any of the County's equipment, utilities, or facilities by the Contractor or any of the Subcontractors, or when life or property are endangered, the Contractor agrees to immediately take all necessary steps to replace/repair all pieces/parts of any damaged equipment/materials, make all necessary repairs and restore all services to normal. Further, the Contractor agrees to engage any and all required additional Subcontractors, labor, individuals or other outside services, deemed necessary by the County, to operate on a continuous, "around-the-clock" basis until all restoration is complete. Also, the Contractor agrees to provide and install all required materials and equipment.
- K. All costs involved in making repairs and restoring disrupted services to normal agrees to be borne by the Contractor.

## **62. PROJECT SITE STORAGE**

The Contractor agrees to store all supplies and equipment on Job Order project site(s) so as to preclude mechanical and climatic damage and maintain project sites in a neat and orderly manner at all times.

## **63. SITE PROTECTION**

- A. The Contractor agrees to provide adequate climatic protection for the exposed part of buildings wherever Work under this contract is performed.
- B. The Contractor agrees to cover equipment that is to remain in place within the area of contract operations and protect it against damage or loss. This includes equipment that is removed in the performance of Job Orders where directed for reuse in Work as required by drawings and specifications. Equipment temporarily removed that is in good operating condition at the time of removal shall be protected, cleaned and replaced equal to or better than its condition prior to its removal. Security for equipment or material that is to be reused and is removed for temporary storage at the work site shall be the sole responsibility of the Contractor. If the Contractor considers the equipment to be at risk after removal, arrangements should be made with the County for County storage while removed. Transportation to and from the County storage site shall be provided for and at the Contractor's risk. The Contractor shall remain responsible for continued suitability for reuse of any equipment so stored by the County.

#### **64. NOISE CONTROL/ABATEMENT**

- A. The Contractor agrees to comply with all applicable Federal, State and Local laws, ordinances, and regulations relative to noise control.
- B. Contractor agrees to comply with all Federal, State, and Local laws, regulations, and standards regarding environmental pollution. All environmental protection matter shall be coordinated through the County.

#### **65. SAFETY AND HEALTH**

This article is applicable to all Work covered by this contract.

##### **A. General:**

- 1. The Contractor agrees to submit a copy of its Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP) documents to the County not later than ten (10) Days from the date of contract execution.
  - 2. Applicable publications: the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only:
    - a. Code of Federal Regulations (CFR);
    - b. OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication v2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both parts 1910 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402;
    - c. National emission standards for hazardous air pollutants (40 CFR, Part 61);
    - d. Federal Standard (Fed. Std.); and
    - e. 313 D Material Safety Data Sheets, preparation and the submission thereof.
  - 3. In the event of accident(s) of any kind, the Contractor agrees to furnish the County with copies of all accidents reports within 10 Days of the occurrence to the County. Reports shall be sent without delay and at the same time that they are forwarded to any other parties and jurisdictional agencies.
- B. Definition of hazardous materials: refer to hazardous and toxic materials/substances included in subparts H and Z of 29 CFR 1910; and to

others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBs), explosives, lead, radon and radioactive material, but may include others. The most likely products to contain asbestos are spray-on fireproofing, insulation, boiler lagging, and pipe covering.

C. The County reserves the right to halt Work on any project where hazardous materials are suspected to be present. This stoppage will allow for proper testing and the development of a corrective action plan.

D. All persons working with hazardous materials shall be certified for the hazards with which they are working, including the Contractor's Superintendent.

E. Asbestos

1. The Contractor is warned that exposure to airborne asbestos has been associated with four diseases: lung cancer, certain gastrointestinal cancers, pleural or peritoneal mesothelioma and asbestosis. Studies indicate there are significantly increased health dangers to persons exposed to asbestos who smoke, and further, to family members and other persons who become indirectly exposed as a result of the exposed worker bringing asbestos-laden work clothing home to be laundered.

2. The Contractor is advised that friable and/or non-friable asbestos-containing material may be encountered in areas where contract Work is to be performed.

The Contractor must bid for asbestos abatement or take proper precautions for no exposure to asbestos. Proof of asbestos abatement and documentation of asbestos training must be provided to the County. Friable asbestos-containing material means any material that contains more than one percent asbestos by weight that hand pressure can crumble, pulverize or reduce to powder when dry. Non-friable asbestos-containing materials are materials in which asbestos fibers are bound by a matrix material, saturant, impregnant or coating. Non-friable asbestos-containing materials do not normally release airborne asbestos fiber during routine handling and end-use. However, excessive fiber concentrations may be produced during uncontrolled abrading, sanding, drilling, cutting, machining, removal, demolition or other similar activities.

3. Care must be taken to avoid releasing or causing to be released, asbestos fibers into the atmosphere where they may be inhaled or ingested. The Occupational Safety and Health Administration (OSHA) has set standards at 29 CFR 1910.1001 for exposure to airborne concentrations of asbestos, fibers, methods of compliance, medical surveillance, housekeeping procedures, and other measures that must be taken when working with or around asbestos-containing materials. The Environmental Protection Agency (EPA) has established standards at 40 CFR 61.140-156 for the control of asbestos emissions to the environment and the handling and disposal of asbestos wastes.



4. Friable asbestos containing materials are not permitted by current criteria and shall not be used in repair, remodeling or modification projects. Documents for all repair or remodeling projects will be reviewed to ensure that the use of friable asbestos-containing materials is not called for.
5. Maintenance, modification, or demolition activities where exposure to asbestos dust may occur from previously installed friable or non-friable asbestos- containing material will be identified. All precautions, to include proper work practices, medical surveillance, respiratory protection, industrial hygiene, and environmental protection requirements of OSHA (29 CFR 1910.1001), and EPA (40 CFR 61.140-156) as applicable, shall be strictly adhered to.
6. Contractor(s) staff working in designated County facilities known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with EPA training requirements for local education agency maintenance staff as set forth in Code 40 of Federal Regulations (40 C.F.R. sec. 763.92(a)(1).). Documentation that Contractor(s) employees working under this contract have received such training must be submitted within 30 Days of the contract start date.

F. Petroleum Based Paints, Solvents, and Cleaners

1. The use of sealers, cleaners, paints, etc. containing petroleum distillates is discouraged and/or lead based products is discouraged and are approved only for use in County facilities when no other suitable alternative is available. If approved, workers must be trained on precautionary measures while working with petroleum distillates and/or lead based products.
2. The County will review with the Contractor's representative, a complete list of all sealers, cleaners, paints, etc., that are to be used during the contract.
3. The Contractor will submit a written request for all petroleum based products to be used. The request will indicate the amount to be used, labels of the products to be used, time of day/week when the products will be applied, and how the area will be ventilated.
4. The County must approve all requests and reserves the right to reject any requests to use petroleum based products. If questions exist on the safe use and application of the substance as outlined by the Contractor, an engineering testing lab under contract with the County will be consulted.
5. The County will assess whether or not concurrent air sampling by an engineering testing lab is justified.

6. All County employees on or adjacent to worksite must be aware of the effects of the products the Contractor intends to use, or approved to use. Contractor and County agree to coordinate with building manager/client department manager prior to starting work activity.

G. Contractor responsibility for jobsite safety:

The Contractor agrees to be solely responsible for ensuring that all Work performed under the contract is performed in strict compliance with all applicable Federal, State and Local occupational safety laws and regulations. The Contractor agrees to provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all appropriate action to provide a safe jobsite.

H. Jobsite safety affidavit:

The Contractor is to complete and present, at the pre-construction meeting, a jobsite safety affidavit. In the jobsite safety affidavit the Contractor certifies that it is in compliance with CAL/OSHA regulations. The format of the affidavit is to be developed by the Contractor, and it is to include a description of all potential hazards and the safety mechanisms to be put in place, for the Detailed Scope of Work for each individual Job Order.

I. Project Health and Safety Official:

The Contractor must submit a copy of its Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP) documents not later than ten (10) Days from date of contract execution. For each Job Order, the Contractor shall designate in writing to the County one or more persons who shall act as a Site Health and Safety Official (SHSO) who agrees to be at the job site at all times during which work of any kind is being performed, and who agrees to be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The SHSO shall be available at all times to abate any potential safety hazards, and shall have the authority and responsibility to shut down an operation, if necessary. The SHSO agrees to be identified prior to the start of construction. Failure by the Contractor to provide the required SHSO agrees to be grounds for the County to direct the cessation of all work activities and operations, at no cost to the County, until such time as the Contractor is in compliance.

The SHSO agrees to monitor the Work area environment, perform tests as necessary, provide direction as to the level of protection and corresponding personal protective equipment required, and enforce compliance with the IIPP and CSP.

All costs for furnishing a SHSO, providing or having available trained employees and personal protective equipment, performing monitoring and testing, establishing and following safety procedures and measures, furnishing any required apparatus, and all other costs related to implementing the IIPP and CSP shall be considered as included in the Contractor's Adjustment Factor(s).

**66. COMPLIANCE WITH CLEAN AIR ACT, CLEAN WATER ACT, AND CALIFORNIA STATE WATER RESOURCES CONTROL BOARD.**

- A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act of 1970 (including section 306), including all amendments, and all regulations implementing the Clean Air Act.
- B. Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Water Act of 1972 (including section 508), including all amendments, and all regulations implementing the Clean Water Act.
- C. Contractor agrees to comply with all applicable standards, orders, or requirements issued under Environmental Protection Agency regulations.
- D. Contractor agrees to comply with all requirements of the California State Water Resources Control Board, including the statewide General Permit for Discharges of Storm Waters Associated with Construction Sites (See Order No. 2009-0009- DWQ). This includes, but is not limited to, paying all appropriate fees, filing all required documentation, and complying with all the regulations of the State Water Resources Control Board.

**67. TRENCHING AND EXCAVATING**

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

- A. That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
  - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2. Subsurface or latent physical conditions at the site differing from those indicated.
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the times required for, performance of any part of the work shall issue a Supplemental Job Order under the procedures described in the contract.

- C. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **68. ENERGY CONSERVATION**

Contractor and Subcontractors of all tiers agree to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163). In addition, the Contractor agrees to;

- A. Use lights only in areas where work is actually being performed.
- B. Turn off faucets, valves, and equipment after required usage has been accomplished.
- C. Not use County telephones for personal reasons nor make any toll or long-distance calls.

#### **69. SALVAGE AND SALVAGE DISPOSAL**

- A. The material and equipment which are removed or disconnected and, which the County desires to retain but which are not specified for immediate reuse, shall remain the property of the County. The County representative shall be informed of the presence of the property and disposition instructions shall be requested.
- B. Debris, rubbish, hazardous waste, and non-usable material resulting from the Work under this contract to which the County does not claim a further interest as a result of the preceding paragraph, shall be disposed of by and at the expense of the Contractor at a location off County property. Hazardous wastes must be disposed of in accordance with the Resource Conservation and Recovery Act and State and Local regulations. The contract Adjustment Factor includes the cost of all clean-up, including final cleanup on each individual Job Order.

#### **70. SITE PREPARATION AND CLEANUP**

The Contractor agrees to:

- A. Coordinate with the County on a sequence of procedures for gaining access to the premises, space for storage of materials and equipment, work and materials, use of approaches, corridors stairways, and similar features of a structure. This

coordination is required prior to commencement of Work at a time directed by the County.

- B. Move the furniture and portable office equipment in the immediate work area to a designated location prior to start of Work, and replace these items to their original location upon Completion of the Work. The Contractor will be liable for damages incurred while moving furniture and equipment, and be responsible for contacting appropriate agencies for movement of vending machines. If the Work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original positions, the County will be notified and new locations will be designated by the County for replacement of the furniture and equipment by the Contractor.
- C. Work of Contractor personnel, materials and equipment, and accomplishment of Work agrees to be made with a minimum of interference to operations and personnel.
- D. The Work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas. Work shall be completed in the section before Work in other sections or divisions begin.
- E. Perform clean up and site restoration prior to final walk-through inspection. All projects shall be delivered in a clean, orderly and usable condition.

#### **71. ACCESS TO BUILDINGS**

- A. It shall be the Contractor's responsibility, through the County and appropriate building superintendent, to obtain access to buildings and facilities and arrange for the buildings to be opened and closed. It shall be the Contractor's responsibility to arrange for adequate security of the building(s) at the end of each work day and on weekends.
- B. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

#### **72. COUNTY-FURNISHED EQUIPMENT/MATERIALS**

- A. From time to time the County may elect to supply its own materials and/or equipment for a specific project. In those cases the Contractor shall provide transportation of any County furnished equipment/materials included on the Job Order. The equipment/materials will be transported from the County storage area to the work site indicated on the Job Order. The Contractor assumes the risk and responsibility for the loss or damage to County-furnished property. The Contractor agrees to follow the instructions of the County's representative regarding the disposition of all County- furnished property not consumed in performance of a Job Order.

- B. The Construction Task Catalog® included in this contract was developed on the basis that the Contractor would furnish all equipment and materials to accomplish the requirements of the contract. It may be advantageous for the County to furnish equipment and/or materials for an individual job order. In such event, the line item will only include the labor and equipment portion, not the material. The line item will be at the appropriate Adjustment Factor.

### **73. SHOP DRAWINGS AND SUBMITTALS**

- A. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work.
- B. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged.
- C. The Contractor agrees to review, stamp with his approval, and submit, with reasonable promptness, and in orderly sequence so as to cause no delay in the Work or in the work of any other Contractor, all shop drawings and samples required by the Contract Documents. Shop drawings and samples shall be properly identified as specified, or as the County may require. At the time of submission, the Contractor agrees to inform the County in writing of any deviation in the shop drawings or samples from the requirements of the Job Order.
- D. By approving and submitting shop drawings and samples, the Contractor thereby represents that the Contractor has determined and verified all field measurements, field criteria, materials, catalog numbers and similar data, or will do so, and that the Contractor has checked and coordinated each shop drawing and sample with the requirements of the Work and of the Contract Documents.
- E. The Contractor agrees to cross out any items on sheets, which constitute information not pertaining to the equipment specified, and clearly mark all components which are provided as "optional" by the manufacturer and required hereinafter. Failure to comply with the above will result in disapproval of shop drawings.
- F. The County will review and approve shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Job Order and with the information given in the Contract Documents. The County's approval of a separate item shall not indicate approval of the entire assembly in which the item functions.
- G. The Contractor agrees to make any corrections required by the County and agrees to resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor agrees to direct attention, in writing or on resubmitted shop drawings, to (1) corrections requested by the

County on previous submission, and (2) to additional revisions made, other than those specifically requested by the County on previous submission.

- H. The County's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the County in writing of such deviation at the time of submission and the County has given written approval to the specific deviation. Additionally, the County's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- I. No portion of the Work requiring a shop drawing or sample submission shall be commenced until the County has approved the submission. All such portions of the Work shall be in accordance with approved shop drawings and samples.

#### **74. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

##### **A. BASIC REQUIREMENTS:**

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

“active” negligence accounts for only a percentage of the liability for the claim involved, the obligation of the Contractor will be for that entire percentage of liability for the claim not attributable to the “active” negligence or “willful misconduct” of the Indemnitees. The County shall be consulted with regard to any proposed settlement.

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

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

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

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



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

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

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. 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.

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.

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 Declaration 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 with a minimum "Best" Insurance Guide rating of "A-VII".

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.

**B. INSURANCE SPECIFICATIONS:**

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 a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$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 a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

Increased Insurance Limits Required -

Contracts over one million (\$1,000,000) and less than three million (\$3,000,000) require limits of not less than three million (\$3,000,000) in General Liability and Auto Liability coverage.

Contracts over three million (\$3,000,000) and less than five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in General Liability and Auto Liability coverage.

Contracts over five million (\$5,000,000) require limits of not less than ten million (\$10,000,000) in General Liability and Auto Liability.

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

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

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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

Subcontractor Insurance Requirements - The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Article 74, Section A, and the insurance specifications for all contracts in Article 74, Section B, (including waiver of subrogation rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

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

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.

## **75. BONDS**

- A. Prior to the execution of the contract, the Contractor agrees to file with the County surety bonds in the amounts and for the purposes noted below, duly executed by a corporate Surety licensed to transact business in the State of California and satisfactory to the County. The Contractor agrees to pay all premiums and costs thereof and incidental thereto.
- B. Each bond shall be signed by both the Contractor and the Surety.
- C. The JOC Contractor agrees to give two (2) surety bonds with good and sufficient sureties; the first in the sum of not less than the Maximum Contract Value to insure the claims of material men supplying materials to the Contractor, Subcontractor and mechanics and laborers employed by the Contractor on the Work; the second in the sum of not less than the Maximum Contract Value to ensure the faithful performance of the contract. Both bonds shall be on forms provided by the County or forms acceptable to the County.
- D. The "Materials and Labor Bond" (or "payment bond") shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the Work. The Contractor agrees to maintain the materials and labor bond in full force and effect until the Work is completed and accepted by the County, and until all claims for materials, labor and subcontracts are paid.
- E. The "Bond for Faithful Performance" shall be so conditioned as to ensure the faithful performance by the Contractor of all Work under said contract, within the time limits prescribed, including any refurbishment provisions, in a manner that is satisfactory and acceptable to the County; that all materials and workmanship supplied by the Contractor agrees to be free from original or developed defects; and that should original or developed defects or failures appear within a period of one year from the date of Substantial Completion, the Contractor agrees to, at the Contractor's expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the County to do so, and to the approval of the County. The Contractor agrees to maintain the bond in full force and effect during the performance of the Work of the Contractor and for a period of one year after the date of Substantial Completion. Also see Article 80 entitled "Patents and Royalties" of these General Conditions.
- F. Should any Surety or sureties upon said bonds or any of them become insufficient, said Contractor agrees to renew said bond or bonds with good and sufficient sureties within ten (10) Days after receiving notice from the County that the Surety or sureties are insufficient.
- G. Should any Surety or sureties be deemed unsatisfactory at any time by the

County, notice will be given the Contractor to that effect, and he agrees to forthwith substitute a new Surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under this contract until the new sureties shall qualify and be accepted by the County.

- H. Should the County increase the Maximum Contract Value, the contractor shall submit additional bonds as necessary to cover the additional value of the contract.

#### **76. AUTHORITY OF THE DEPARTMENT AND DIVISION**

- A. The Division shall represent the County and shall decide, within the provisions of the specifications and drawings, all questions which may arise concerning the quality or acceptability of materials furnished and work performed.
- B. All questions concerning substitutions, selections, materials, colors and textures shall be submitted to the Division for approval.
- C. In all cases requiring interpretation of the drawings and/or specifications, the decision of the Division shall be final.
- D. Final determination of the acceptable fulfillment of the Contract on the part of the Contractor shall be made by the Department.

#### **77. LAWS, CODES AND REGULATIONS TO BE OBSERVED**

- A. The Contractor agrees to become familiar and comply with all Federal, State, County and City laws, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials used, and operate in accordance therewith.
- B. In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The Contractor, in making a bid, agrees that the requirements of such ordinances will be as carefully adhered to as if they were specifically set forth in the specifications.
- C. The Contractor agrees to hold harmless the County and all of its officers, agents and servants against any claims or liability arising from, or based upon the violation of such laws, by-laws, ordinances, regulations, orders or decrees, whether by the Contractor or the Contractor's employees, except where the instance of violation is done in accordance with the specifications.
- D. Work performed on County owned property, irrespective of political subdivision location, shall be governed by the County building laws; and Work performed outside the property lines of County owned property shall be governed by the local laws of the County, City, or other municipal government having jurisdiction.

#### **78. DISCREPANCIES, INTERPRETATIONS AND OMISSIONS**

Should the Contractor find any discrepancy, omission, violation of applicable codes, or be in doubt as to the meaning of the Contract Documents, the Contractor agrees to stop Work in progress, if that Work is affected by the particular discrepancy, omission or interpretation needed, and obtain direction from the County. The Contractor agrees to be held responsible for any loss or damage where there is a doubt as to what is required when proceeding with the Work without consulting the County.

#### **79. ASSIGNMENT**

The Contractor agrees to not assign this contract without the consent of the County.

#### **80. PATENTS AND ROYALTIES**

In the event that any patented article, material or process is to be installed or used in the performance of the Work, the Contractor agrees to pay the royalty chargeable and agrees to defend all suits and claims against the County, and agrees to hold it free and harmless, and herein agrees to indemnify the County from all liability, damages, costs, and royalties, including without limitation, reasonable attorney fees, from: (a) any infringement or alleged infringement of any patent, or for the misuse of any patented article, by Contractor and its Subcontractor in the performance of the Work, or (b) the infringement or alleged infringement of any patent, by the County's use or operation of the Work following the completion thereof by the contractor, or (c) the use or misuse by the Contractor and/or its Subcontractor during the performance of the Work, of any confidential information or secret processes, or (d) any use or misuse of confidential information or secret processes by the County in the use or operation of the Work following Acceptance, or (e) any loss to the County in the event that the County is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to County property in removing same, and cost of replacing the article or material, the use of which is enjoined. Provided further the bond for faithful performance shall be deemed to expressly apply to this provision of the specifications.

#### **81. SUSPENSION OF WORK**

- A. The County may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as he/she may determine to be appropriate for the convenience of the County.
- B. Upon receipt of the order, the Contractor agrees to immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of work stoppage.
- C. Once work has commenced, if the performance of all or any part of an individual Job Order is, suspended, delayed, or interrupted for a period longer than sixty (60) Days by (a) an act of the County in the administration of this contract, or (b) by the County's failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment may be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by suspension, delay, or interruption for a period longer than sixty (60) Days. This will be accomplished by issuing a new Job Order. However, no

adjustment shall be made under this article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (b) for which an adjustment is provided for or excluded under any other provision of this contract.

- D. No claim under this section shall be allowed (a) unless the Contractor notifies the County within fourteen (14) Days of incurring the costs (but this requirement shall not apply as to a claim resulting from a direction to suspend work), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this article.
- E. The County will not be liable for any damages, anticipated profits, or costs incurred with respect to suspended work during any period of suspension, except for costs that (a) are incurred for the purpose of safeguarding the work materials, and equipment in transit or at the site, (b) are incurred for such personnel, Subcontractor, or rented equipment that are maintained at the site; or (c) are other reasonable and unavoidable costs of shutting down the Work or reassembling personnel and equipment.

## **82. TERMINATION**

### **A. Termination for Convenience:**

The County may, whenever the interests of the County so require, terminate this contract, in whole or in part, including any Job Order or any portion of a Job Order, for the convenience of the County with ten (10) days notice to Contractor. The County will give written notice of the termination to the Contractor specifying the part of the contract terminated and the date termination becomes effective.

1. The Contractor agrees to incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor agrees to stop work to the extent specified. The Contractor agrees to also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor agrees to settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The County may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the County. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.
2. The County may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed by the County: (a) the fabricated or un- fabricated parts, work in process, completed work,



supplies, and other material produced or acquired for the work terminated; and (b) the completed or partially completed shop drawings and sketches, information, and other property that, if the contract had been completed, would be required to be furnished to the County. The Contractor agrees to, upon direction of the County, protect and preserve property in the possession of the Contractor in which the County has an interest. If the County does not exercise this right, the Contractor agrees to use its best efforts to sell such supplies and manufacturing materials for the benefit of the County.

3. If the parties are unable to agree on the amount of a termination settlement, the County will pay the Contractor the following amounts:

a. For contract Work performed before the effective date of termination, the total, without duplication of any items, of:

i. The percentage of the contract price which equals the percentage (%) of Work completed in accordance with the schedule of values, if applicable, less prior progress payment(s), any applicable liquidated damages, charge backs, and fines for violation of EEOC requirements. 125% of the amount of outstanding stop notices shall be withheld until the stop notices are resolved as provided by law.

ii. The cost of settling and paying terminated subcontracts which are properly chargeable to the terminated portion of the Work.

b. The reasonable cost of settlement of the Work terminated, including:

i. Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;

ii. The termination and settlement of subcontracts, excluding the amounts of such settlements; and.

iii. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

#### B. Termination for Default

1. If the Contractor refuses or fails (a) to develop Job Order Proposals properly and diligently in substantial accord and compliance with the Request for Proposal issued by the County; (b) to reach agreement with the County on the means, methods, and quantities to accomplish a specific Detailed Scope of Work; (c) to commence the Work within the

time specified in the work duration schedule; (d) to prosecute the Work or any separable part with the diligence that will ensure Completion in accordance with the work duration schedule, including any extensions/adjustments made thereto; (e) to provide sufficient and properly skilled workmen or proper materials or equipment to complete the Work in an acceptable manner and without delay; (e) to promptly pay its Subcontractor, laborers, and material-men; (f) to perform any of the Contractor's other obligations under this contract; or (g) to complete the Work within the time specified in this contract ("events of default"), the County may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the County may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties agrees to be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the County in completing the Work.

2. The Contractor's right to proceed shall not be terminated because of delays, nor will the Contractor be charged with damages under this article, if:
  - a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of god, (ii) acts of the public enemy, (iii) acts of the County in either its public or contractual capacity, (iv) acts of another Contractor in the performance of a contract with the County, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of Subcontractor or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractor or suppliers; and,
  - b. The Contractor, within fourteen (14) calendar Days from the beginning of any delay, unless extended by the County, notifies the County in writing of the causes of the delay. The County will ascertain the facts and the extent of the delay. If, in the judgment of the County, the findings warrant such action, the time for completing the Work will be extended by written approval of the County. The findings of the County will be final and conclusive on the parties.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

4. The rights and remedies of the County in this article are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and Completion dates in this contract.

### **83. NOTICE OF SUSPENSION OR TERMINATION**

The notice of suspension or termination for any reason shall be given in writing and shall be complete one Day after deposit in the United States mail in a sealed envelope with postage prepaid and directed to the Contractor at the Contractor's address as filed with the County, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a co-partner, if the Contractor is a Partnership, or by the President, Vice President, Secretary or General Manager, if the Contractor is a corporation, or by the managing agent regularly in charge of the work on behalf of said Contractor, shall in any case be sufficient notice.

### **84. DISENTANGLEMENT**

#### **A. General Obligations**

The Contractor shall accomplish a complete transition of the services being terminated from the Contractor and the Subcontractor to the County, or to any replacement provider designated by the County, without any interruption of or adverse impact on the services or any other services provided by third parties (the "disentanglement"). The Contractor shall fully cooperate with the County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist the County in effecting a complete disentanglement. The Contractor shall provide all information regarding the services or as otherwise needed for disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services. The Contractor shall provide for the prompt and orderly conclusion of all Work, as the County may direct, including Completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to the County or the County's designee. All services related to disentanglement shall be performed by the Contractor at no additional cost to the County beyond what the County would pay for the services absent the performance of the disentanglement services. The Contractor's obligation to provide the services shall not cease until the disentanglement is satisfactory to the County, including the performance by the Contractor of all asset-transfers and other obligations of the Contractor provided in this paragraph, has been completed.

#### **B. Disentanglement Process**

The disentanglement process shall begin on any of the following dates: (i) the date the County notifies the Contractor that no funds or insufficient funds have been appropriated so that the term shall be terminated pursuant to the contract; (ii) the date designated by the County not earlier than sixty (60) Days

prior to the end of any initial or extended term that the County has not elected to extend pursuant to the contract; or (iii) the date any termination notice is delivered, if the County elects to terminate any or all of the services pursuant to the contract. Contractor's obligation to perform services, and County's obligation to pay for services, shall expire: (a) when funds appropriated for payment under this contract are exhausted; (b) at the end of the initial or extended term set forth in this contract; or (c) on the termination date, pursuant to this contract (with the applicable date on which Contractor's obligation to perform the services expires being referred to herein as the "expiration date"); provided, however, that the Contractor shall remain obligated to provide disentanglement services for up to twelve (12) months after any such expiration date for the applicable services. The Contractor and County shall discuss in good faith a plan for determining the nature and extent of the Contractor's disentanglement obligations and for the transfer of services in process provided, however, that the Contractor's obligation under this contract to provide all services necessary for disentanglement shall not be lessened in any respect. The Contractor shall be required to perform its disentanglement obligations on an expedited basis, as determined by the County, if the County terminates the term pursuant to the agreement.

C. Specific Obligations

The disentanglement shall include the performance of the following specific obligations:

1. No Interruption or Adverse Impact

The Contractor shall cooperate with the County and all of the County's other service providers to ensure a smooth transition at the time of disentanglement, with no interruption of services, no adverse impact on the provision of services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

2. Third-Party Authorizations

Without limiting the obligations of the Contractor pursuant to any other clause in herein, the Contractor shall, subject to the terms of any third-party contracts, procure at no charge to the County any third-party authorizations necessary to grant the County the use and benefit of any third-party contracts between the Contractor and third-party Contractors used to provide the services, pending their assignment to the County.

3. Return, Transfer and Removal of Assets

- a. The Contractor shall return to the County all County assets in Contractor's possession.
- b. The County shall be entitled to purchase at net book value

those Contractor assets used for the provision of services to the County, other than those assets expressly identified by the parties from time to time as shared resources, such Contractor assets as the County may select. Contractor shall promptly remove from the County's premises, or the site of the work being performed by the Contractor for the County, any Contractor assets that the County, or its designee, chooses not to purchase under this provision.

4. Transfer of Leases, Licenses, and Contracts

The Contractor, at its expense, shall convey or assign to the County or its designee, such leases, licenses, and other contracts used by the Contractor, County, or any other person in connection with the services, as the County may select, when such leases, licenses, and other contracts have no other use by the Contractor. The Contractor's obligation described herein shall include the Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and the Contractor shall reimburse the County for any losses resulting from any claim that the Contractor did not perform any such obligations.

5. Delivery of Documentation

The Contractor shall deliver to the County or its designee, at the County's request, all documentation and data related to the County, including the County data, held by the Contractor, and the Contractor shall destroy all copies thereof not turned over to the County, at no charge to the County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County data, for archival purposes or warranty support.

**85. MEDIATION AND ARBITRATION OF CLAIMS**

- A. Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20104) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are set forth below.

20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contract entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency

and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of the Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submit his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with [Section 910\) of Part 3 of Division 3.6 of Title 1 of the Government Code](#).

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of

the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award request a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

B. Pursuant to Assembly Bill 626 (2015-2016 Reg. Sess.) the text of Public Contract Code section 9204 is included as follows:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.



(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **86. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment for a specific Job Order, shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County, and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or Contractor's sureties from any obligation under this contract or the performance and payment bond.

## **87. FORUM SELECTION**

This contract shall be governed by and constructed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The venue of any action or claim brought by any party to this contract shall be the Superior Court of

California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third party and filed in another venue, the parties hereto agree to use their efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

**88. WAIVER**

The waiver by the County of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

**89. ENTIRE AGREEMENTS**

This contract, together with all documents, the General Condition, all individual Job Orders, specifications, and drawings incorporated herein by reference, constitutes the entire agreement between the County and the Contractor, and there are no terms, conditions, or provisions, either oral or written, between the parties other than those herein contained, and this contract supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties relating to the Work. No provision of this contract may be amended or added to except by written agreement signed by the parties hereto, or their respective successor-in-interest.

**90. REQUEST FOR PAYMENTS**

- A. The Contractor must submit a "payment request" form with supporting documentation to the County for approval. Payment request shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the County concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted. Once the County approves the payment request form, payment will be made to the Contractor within thirty (30) Days. Deductions will be made from any payment request for the appropriate retention amount and/or withholdings due to stop notices or other claims be Subcontractor, suppliers or other vendors.
- B. If the County requests it, the Contractor agrees to include an update to the work duration schedule together with the payment request form. If the requested update(s) is not provided with the payment request, the payment request form may be considered incomplete and not processed.
- C. The Contractor may be required to submit a narrative report with each update to the work duration schedule. The narrative report shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective action taken or proposed. Failure to provide the narrative report may be considered a material breach of contract.

- D. The Contractor agrees that its signature on the payment request form, as herein prescribed, constitutes a sworn Statement.
- E. The Contractor agrees that its signature on the payment request form requesting either partial or final payment certifies that:
1. The specified percentage of Work has been completed and material supplied, and is directly proportional to the amount of the payment currently requested.
  2. The amount requested is only for performance in accordance with the specifications, terms and conditions of the subject contract.
  3. Timely payments will be made to Subcontractor and suppliers from the proceeds of the payment covered by this certification, in accordance with these General Conditions, and subcontract agreements.
  4. This request for payment does not include any amounts which the prime Contractor intends to withhold or retain from a Subcontractor or supplier, except those amounts withheld or retained in accordance with the terms and conditions of the subcontract.
  5. Not less than the prevailing rates of wages as ascertained by the County have been paid to laborers, workers and mechanics employed on the subject Work.
  6. There has been no unauthorized substitution of Subcontractor, nor have any unauthorized subcontracts been entered into.
  7. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor, except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.
  8. If applicable, all required EEO/OAAC documentation has been submitted as required by these General Conditions.
  9. If requested, the Contractor has attached all work duration schedule updates.
  10. Where applicable, payments to Subcontractor and suppliers have been made from previous payments received under the contract.
  11. If it was requested, the Contractor has attached a schedule of values which reflects a detailed justification for the partial payment amount requested.
- F. In addition to paragraph D above, in the case of a request for final payment, the Contractor agrees that its signature on the payment request form certifies that all Punch List items have been signed off as completed by the County, and

that all building inspection cards have been completed.

- G. The Contractor agrees that it is submitting a request for payment within one year of the Completion of the project for which it is billing. If the Contractor does not submit a request for payment within one year of the Completion of the project for which it is billing, it herein agrees to forfeit that payment.
- H. If the Contractor's payment request is not approved, the County will issue a "Return of Payment Request for Correction" letter advising the Contractor of missing deliverables and/or information requiring correction. After making the appropriate corrections, the Contractor agrees to submit a second, or corrected, payment request form.
- I. If applicable, the Contractor's payment request may also be rejected if the Contractor fails to submit to the Office of Affirmative Action compliance all required EEO/OAAC documentation as required by these General Conditions. If any EEO/OAAC documents are missing or incomplete, the County may issue to the Contractor a return of Contractor's request for corrective action letter, along with a copy of the JOC contractor Equal Employment Opportunity Compliance memo completed by the Office of Affirmative Action Compliance. After complying with the outstanding EEO/OAAC requirements, the Contractor agrees to notify the County for further review of the payment request.
- J. If the Contractor fails to submit, within fourteen (14) Days of notification, the noted outstanding documents to the County will issue a "Notification of Assessed Damages" letter advising the Contractor that it has been assessed damages in the amount of \$200.00 for each violation. Once the Contractor has submitted a duly completed payment request form, the County will approve and will issue an authorization for payment.
- K. The Contractor agrees that the County's approval of payment does not relieve the Contractor of its responsibility to comply with the terms of the final Detailed Scope of Work, and with the conditions of the Job Order and contract for completed and future Work.
- L. The Contractor agrees that even though the County has approved payment, the County retains the right to further inspect the Work and issue correction notices.
- M. Payment Request Form  
The Contractor agrees to submit the original Payment Request Form with the supporting documentation for payment. The payment request shall include, but is not limited to, the following information and attachments:
  - 1. Job Order number;
  - 2. Encumbrance number;

3. Payment period;
4. Current authorized amount;
5. The daily labor and construction progress log;
6. Certified payroll documents including Statement of compliance;
7. A schedule of values if requested;
8. A narrative report if requested, and if applicable;
9. A Subcontractor's fringe benefits Statement.

All payment requests are to be mailed to the following address:

County of San Bernardino

Real Estate Services Department – Property Management Division

385 North Arrowhead Avenue, Third Floor

San Bernardino, CA 92415-0184

## **91. PAYMENTS TO CONTRACTOR**

### **A. Payment Types**

1. Lump sum payment – if an individual Job Order is scheduled for Completion within 45 Days or less, the County will make one payment, exclusive of retention. Contractor may request for one payment (excluding retention payment); however, payment will be made after Final Acceptance of the Job Order.
2. Partial payment – the County will consider a request for partial payments for Job Orders scheduled for a performance period of greater than 45 Days.
3. Monthly payment schedule – for projects with a monthly payment schedule, requests for payment must be submitted at least five (5) Days prior to the end of the month. Payments shall be made on inspected and approved Work only. Payment will be made on the valuation of work done as of the twenty-fifth day of each month.
  - a. After the first payment and before making any other payment to the Contractor, the County may require that the Contractor produce and deliver to the County satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding payment request have been fully paid for, and that as of the said date, no claims exist if that is the case. This partial release of claim must be executed with the same formality as this

contract.

b. Upon receipt of a stop notice, the County shall withhold from the Contractor an amount of money sufficient to cover the potential cost of the stop notice and the reasonable cost of any associated litigation. Such amount shall be not less than 125% of the amount of any such stop notice claim. In order to satisfy the requirements of a stop notice, the County will refuse to release funds held in retention.

i. If a subcontractor or supplier files a stop notice, the Contractor shall furnish a bond satisfactory to the County to release the stop notice and indemnify the County against such stop notice. The stop notice release bond shall:

(1) Be issued by a surety acceptable to the County admitted to issue surety bonds by the California Department of Insurance;

(2) Be in a form and substance satisfactory to the County; and

(3) In an amount of not less than 125% of the amount of any stop notice claim.

c. In accordance with Public Contract Code Section 20104.50 the County will make partial payments within 30 Days after receipt of an undisputed and properly submitted payment request from a Contractor on a contract. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable, but not later than seven Days after receipt, accompanied by a letter setting forth the reasons why the payment request is not proper.

B. Retention

When payments are made under this contract, five percent (5%) of each requested and approved payment will be retained. The retention will be released upon Final Acceptance of the Work, and the County's approval on the final payment request. A Notice of Completion must be filed for each Project exceeding \$45,000. Final payment is to be made 60 Days subsequent to the filing of the Notice of Completion and/or Final Acceptance of the Work.

C. Retention Release

The County's release of the retention does not relieve the Contractor of its responsibility to comply with both the proposed Detailed Scope of Work and the terms and conditions of the Job Order and contract for completed and warranty work.



The Contractor agrees that a condition precedent to the County's release of the five percent (5%) retention amount is in full compliance with this Article 91 herein.

The Contractor must submit a completed final payment request form to the County for approval. The Contractor agrees that the signature on the payment request form certifies that it has completed or submitted the following:

1. All required Affirmative Action Compliance documents; and
2. All warranties and maintenance requirements; and
3. All as-built prints and record drawings; and
4. All operation and maintenance manuals; and
5. All badges, keys and security entry cards; and
6. All other items as applicable.

Once the County approves the payment request form, an authorization for final payment will be issued.

Once the Contractor has submitted a duly completed Final Payment Release request form, the County will provide their approval, and the County will issue an authorization for payment.

The Contractor agrees that the County's approval of final payment does not relieve the Contractor of its responsibility to comply with the terms and conditions of the Job Order and contract for completed and future Work.

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

## **92. PAYMENTS TO SUBCONTRACTOR**

The Contractor must pay all Subcontractor and suppliers within ten (10) calendar Days of Acceptance of that portion of the Work by the County.

## **93. COUNTY FURNISHED JOB ORDER CONTRACTING SOFTWARE**

The Job Order Contracting System License Agreement is incorporated herein by reference. Any Contractor awarded a Job Order Contract shall be required to execute this Agreement with The Gordian Group.

A. Job Order Contracting Software

1. The County selected The Gordian Group, Inc., dba The Mellon Group's (Gordian) Job Order Contracting ("JOC") Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the County. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to Gordian's JOC Solution. The Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the County is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following Job Order Contracting System License.

B. Job Order Contracting System License

1. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the County, whichever is shorter, a nonexclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the County under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the County expires or terminates, or the Contractor fails to pay the JOC System License Fee specified in this Contract, the JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
2. In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the County. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Job Order Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the County. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs. The Contractor shall remit the Contractor License Fees as follows:

Payments Made Payable to: The Gordian Group, Inc.

Mail Checks to: P.O. Box 751959  
Charlotte, NC 28275-1959

3. Gordian may terminate the License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
4. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
5. In the event of a conflict in terms and conditions between the JOC System License and any other terms and conditions of the Contract with the County or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the County, the JOC System License shall take precedence.

#### **94. TERMINATION FOR IMPROPER CONSIDERATION**

- A. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the agreement or securing favorable treatment with respect to the award, amendment or extension of the agreement or the making of any determination with respect to the Contractor's performance pursuant to the agreement. In the event of such termination, County agrees to be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.
- B. Contractor agrees to immediately report any attempt by a County officer, employee or agent to solicit such improper consideration.
- C. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, to tangible gifts.

#### **95. RELEASE OF INFORMATION**

No news releases, advertisements, public announcements or photographs arising out of

this contract or Contractor's relationship with the County may be made or used without prior written approval of the County.

**96. COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this contract. Such evaluation will include assessing the Contractor's compliance with all contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures; the County may terminate this contract or impose other penalties as specified in this contract.

**97. FEDERAL EARNED INCOME CREDIT**

The Contractor agrees to notify its employees, and agrees to require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal Income Tax Laws. Such notice agrees to be provided in accordance with the requirements set forth in Internal Revenue Service Publication 596.

**98. SECURITY SERVICES AT COURT FACILITIES**

The Contractor acknowledges that when performing Work at any court facility during other than Normal Working Hours, security services will be required. In the event that the County is not the managing party for the court facility, the payment for the security services shall be negotiated with the courts. The Contractor acknowledges and agrees that it is critical to report to the site to perform Work as scheduled, and to complete all Work within the time specified.

Accordingly, the Contractor agrees that if it, or its Subcontractor, fails to report to the job site for work as scheduled, or if it, or its Subcontractor, fails to complete all work within the time specified due to the wrongful act or negligence of the Contractor or its Subcontractor, the cost for security services shall be charged to the Contractor, and/or shall be deducted from payments due the Contractor. The rights and remedies of the County in this article are in addition to any other rights and remedies provided by law or under this contract.

However, the Contractor agrees to incur no cost for security services for failure to report to a job site as long as it provides 48 hours advance notice to the County of its intention to not perform at the specified time.

**99. CONFLICT OF INTEREST**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or Subcontractor and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of government bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the contract.

This provision shall not be construed to prohibit employment of persons with whom Contractors' officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

#### **100. EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor agrees to obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor agrees to retain all such documentation for all covered employees for the period prescribed by law.

#### **101. FORMER COUNTY OFFICIALS**

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

#### **102. REPRESENTATION OF THE COUNTY**

In the performance of the contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

#### **103. PUBLIC RECORDS ACT**

Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records record retention and inspection/audit settlement of this contract; as well as those documents which were required to be submitted in response to the Advertisement for Bids used in the solicitation process for this contract, become the exclusive property of the

County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret", "Confidential", or "Proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Job Order Proposal marked "Trade Secret", "Confidential", or "Proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

**104. ENVIRONMENTALLY PREFERABLE PURCHASING POLICY**

The Contractor agrees to comply with County Policy 11-08 – Environmentally Preferable Purchasing Policy.

**105. CHANGE OF ADDRESS**

Contractor shall notify the County, in writing, of any change in mailing address and/or physical location within ten (10) calendar Days of the change, and shall immediately notify County of changes in telephone or fax numbers.

**106. TRAVEL MANAGEMENT POLICY**

Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

**107. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: As stated in Article IX of Contract

County: Deputy Director Real Estate Services Department  
Property Management Division  
County of San Bernardino  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0184

- B. Nothing contained in this contract shall be construed as creating a joint venture, partnership or employment arrangement between the parties hereto, nor shall

either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto.

- C. County shall have power of attorney to pay delinquent debts and unpaid wages for work provided under this contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- D. No waiver of any of the provisions of the contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the parties. No course of dealing and no delay or failure of a party in exercising any right under the contract shall affect any other or future exercise of that right or any exercise of any other right. A party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. Any alterations, variations, modifications, or waivers of provisions of the contract, unless specifically allowed in the contract, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both parties as an amendment to this contract. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- F. If any provision of the contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the parties) and the remaining provisions of the contract shall not be affected.

#### **108. LIST OF ATTACHMENTS**

The following are made a part of these General Conditions.

- **Non-Collusion Declaration – Principal Contractor**
- **Sample Contract**
- **Contractor's Affidavit and Final Release**
- **Federal and State Wage Determination**
- **Community Development and Housing; Attachment D (including HUD 4010)**
- **Community Development and Housing Labor Compliance Contract Addendum**
- **Zone Map and Listing of Facilities in each Zone.**
- **Technical Specifications**

- **Construction Task Catalog®**
- **Job Order Contracting (JOC) System License and Fee Agreement**

*- END OF GENERAL CONDITIONS -*

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**Economic Development Agency**  
Community Development and Housing

**CONSTRUCTION CONTRACT  
LABOR COMPLIANCE PROVISIONS  
(Attachment D)**

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# **NOTICE TO BIDDERS**

## **COUNTYWIDE VISION:**

The project(s) implemented with these funds assist in meeting an element of the Countywide Vision for sustainable infrastructures and housing as adopted by the County Board of Supervisors and SANBAG on June 30, 2011.

## **FUNDING OF PROJECTS AND FEDERAL AND STATE REQUIREMENTS**

Bidders are advised that federal funds are being used for this project and that as a result, certain requirements are to be imposed, depending upon the source of the federal funds. Sources may include: Community Development Block Grant funds (CDBG), Neighborhood Stabilization Program funds (NSP) or HOME Investment Partnerships Program funds (HOME). The use of any of these federal funds on a project will require the payment of federal prevailing wages under the Davis-Bacon and Related Acts ("DBRA") (40 USC §3142, 40 USC §§ 276a-276a-7, 29 CFR Part 5, which will be enforced when the contract amount for the Prime Contract exceeds \$2,000. The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with the DBRA. The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

For HOME and NSP funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics employed under the contract, a wage not less than the locally prevailing wages (including fringe benefits) listed in a David Bacon wage determination for a classification, as specified in the Federal Wage Determination. **If other funding is used on a project, California state prevailing wages (as specified in the State Wage Determination) may be triggered. If that occurs, then the higher of the two applicable wage classifications (federal or state) will be enforced for all work under the contract.** For CDBG-funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics providing work under the contract, a wage not less than the locally prevailing wages (including fringe benefits), as specified in **both** the Federal and State Wage Determinations for the project.

**The higher of the two applicable wage classifications, either the Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract.**

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity** - The bidder's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Specifications" contained in the bid package. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

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## CONSTRUCTION CONTRACT PROVISIONS - DEFINITIONS

The following are definitions of state and federal provisions/documents for federally-assisted projects. Please refer to the "Required Documents Checklist" for any documents to be completed and submitted for this project.

**Affirmative Action Compliance Guidelines for Construction or Non-Construction Contractors** – Generally, affirmative action requirements apply to contracts and subcontracts in excess of \$10,000. This document provides guidelines to help Contractors meet affirmative action and equal employment opportunity requirements set forth in federal regulations 41 CFR 60.

**Bid Bond** – A bid guarantee of at least 10% of the contract price is required from each bidder and must be submitted with the Bid.

**Certificate of Owner's Attorney** – This certificate is to be completed by the owner's attorney when applicable.

**Certification of Bidder Regarding Equal Employment Opportunity** – This certification is required by Federal law (41 CFR 60) and must be completed by the Prime Contractor.

**Certification of Compliance with Air and Water Acts** – The prime Contractor and all Subcontractors must comply with this certification when the contract exceeds \$100,000.

**Certification by Proposed Subcontractor Regarding Equal Employment Opportunity** – This certification must be completed by all Subcontractors and every lower-tier Subcontractor and submitted to the Prime Contractor.

**Contractor's Certification of Compliance with Davis-Bacon and Related Acts** – This certification is required by federal law (29 CFR 5) and must be completed by the Prime Contractor.

**Equal Employment Opportunity Clauses/Equal Employment Opportunity Construction Contract Provisions** – These provisions are to be inserted in all applicable federally-assisted contracts and subcontracts.

**Federal Labor Standards Provisions (HUD 4010 form)** – These provisions set forth the federal labor requirements for contractors working on federally-assisted construction projects in which the prime contract exceeds \$2,000. The Prime Contractor and all Subcontractors and every lower-tier subcontractor are required to pay their laborers and mechanics working onsite a wage as specified in the **FEDERALLY FUNDED PROJECTS** section of this provision. ***The Prime Contractor is responsible to include the Labor Compliance Contract Addendum in all executed Subcontractor contracts for this project.***

**Federal Prevailing Wage Decision** – The Federal Wage Decision contains the federal wage rates for construction projects within the County of San Bernardino. A copy of the Wage Decision is included in the bid package and can also be found at <https://www.sam.gov/portal/public/SAM/> or <http://www.wdol.gov/dba.aspx>. The wage decision that applies to the project is the one in effect ten days prior to the bid opening date.

**Labor and Materials Bond** – This payment bond guarantees that employees/Subcontractors, and suppliers are paid for services rendered and materials supplied. The Labor and Materials Bond must be at least 100% of the contract price and must be submitted to the CITY/COUNTY upon award of the contract.

**Performance Bond** – This bond guarantees the Contractor's performance under the terms of the construction contract and must be at least 100% of the contract price and submitted to the CITY/COUNTY following award of the contract.

**Section 3** – This law applies to construction contracts exceeding \$100,000 on projects funded by the U.S. Department of Housing and Urban Development (HUD). To the greatest extent feasible, Contractor(s) and Subcontractor(s) must attempt to become a Section 3 business. A Section 3 business is one owned by a low-income person, a business of which 30% of the workforce is comprised of low-income individuals, or a business that contracts 25% of its work to Section 3 businesses.

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## LABOR COMPLIANCE REQUIREMENTS

### Davis-Bacon and Related Acts:

The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with all requirements of Davis-Bacon and Related Acts (DBRA). The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

A copy of the Federal Prevailing Wage Decision, (and upon request the State Wage Decision) the date of which reflects the latest applicable modification at the time of this bid advertisement, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that modification included herein, up until a minimum of ten days prior to the actual Bid Opening for this project.

A weekly Certified Payroll Report (CPR) is required during the term of construction on the project. Payment(s) of invoice(s) for this project may be delayed when CPRs are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Prime Contractor. The payment request shall not be approved unless all CPRs for the project submitted through LCPtracker have been approved and accepted for each week worked during the time period covered by said payment request.

### LCPtracker:

As permitted by the Department of Labor (DOL), The Department of Housing and Urban Development (HUD), and Title 8, section 16404 of the California Code of Regulations, the Prime Contractor and each Subcontractor and every lower-tier Subcontractor subject to DBRA are allowed to submit CPRs electronically via LCPtracker

LCPtracker is a web-based system.. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides two convenient training options:

**Option 1: Computer-Based Training Courses:** Pre-recorded videos can be viewed at any time by logging into the LCPtracker website and following these simple steps:

- Enter user name/password
- Select the “eTraining” link located at the top of the page.
- Select “Contractor Training Videos”

**Option 2: Web-Based Training Sessions:** Online training sessions facilitated by members of LCPtracker’s customer support team are available several times per week. All that is needed to participate is a computer with Internet access, an email address and access to a phone.

- Enter user name/password
- Select “Book Now” on the “Projects” tab and register for the Online training sessions.

## **eDocuments:**

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. Prior to the contractor being allowed by the system to certify CPRs, all eDocuments must be submitted to, and approved by, the County.

## **Other Required Documentation:**

One of the documents that will be required to be uploaded in LCPtracker as part of the eDocuments, is a City business license or a letter stating the reasons why no business license is required. All contractors performing work on a project site located within an *incorporated* city must possess or obtain that city's business license. However, if the project is located in an *unincorporated* area of the County, and the contractor's business is located in an *incorporated* city, the contractor must possess or obtain a business license within the city where their business is located. Exception to business license requirement: A letter explaining the exception to the business license requirement will be required if the contractor's business and the project work site are both located in the *unincorporated* area of the County.

## **Electronic Submission of Certified Payrolls:**

Use of LCPtracker may require data entry in order to certify weekly payroll(s). Data entry includes information regarding employee identification, labor classification, total hours worked on the project, wage and benefit rates paid etc. Contractors currently using a payroll software system may be capable of interfacing with LCPtracker. Submission of electronic CPRs will be required by every lower-tier Subcontractor .

**The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.**

# **REQUIRED DOCUMENTS**

## ***REQUIRED PRIOR TO CONTRACT AWARD***

1. Bid Package signed by Contractor or letter stating that the project specifications document is part of the contract
2. Signed Partnership Agreement (if applicable)

## ***REQUIRED PRIOR TO PRECONSTRUCTION CONFERENCE***

3. Executed Contract/Purchase Order NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the Federal prevailing wage determination for the project must be attached to contract
4. Prime Contractor Information Form
5. Bonds (performance/payment or labor and material bonds)

## ***REQUIRED PRIOR TO CONSTRUCTION***

6. Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A1)\*
7. Sub-Contractor's Certification of Compliance with Davis-Bacon and Related Act Requirements (Exhibit A-1)\*
8. Certification of Bidder Regarding Equal Employment Opportunity(Exhibit B)\*
9. Certification by Proposed Sub-Contractor Regarding Equal Employment Opportunity (Exhibit C)\*
10. Affirmative Action Compliance Form for Construction Contracts Over \$10,000 (Exhibit D)\*
11. A Copy of all executed Sub-Contractor contracts NOTE: The Labor Compliance Contract Addendum (LCCA) which includes the HUD Form 4010 and the prevailing wage determination for the project must be attached to contract
12. City Business License/Exception Letter
13. Certificate of Understanding and Authorization Form (Exhibit E)\*
14. Fringe Benefit Statement Form (Exhibit F)\*
15. Authorization for Payroll Deduction (Exhibit G)\*
16. DOL Registered Apprentice Program\*
17. DOL Apprenticeship Certification\*
18. Apprenticeship Program Appendix A\*
19. Project Wage Rate Sheet\*

## ***REQUIRED DURING CONSTRUCTION***

20. Weekly Certified Payrolls (see "Electronic Submission of Certified Payrolls" section)

\*Note: These forms are located on the LCPtracker online database discussed in "Electronic Submission of Certified Payrolls" section and will be discussed by County CDH staff at the preconstruction conference.

NOT FOR BID

## 1. Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or Subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The Contractor or Subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The Contractor or Subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the Subcontractors to include *these clauses in any lower tier subcontracts*. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each Subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## SECTION 3 CLAUSE

(Information for the Section 3 Report will be input on LCPtracker)

- 3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
  - c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract unless the Subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135

NOT FOR BID

**AFFIRMATIVE ACTION COMPLIANCE  
GUIDELINES FOR CONSTRUCTION AND  
NON-CONSTRUCTION CONTRACTORS**

NOT FOR BID

## AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS

These Affirmative Action Compliance Guidelines have been designed to provide Contractors with information necessary to comply with Federal regulations found under Title 41, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the Contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with federal regulations regarding Affirmative Action for federally-assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

### I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

#### A. The Affirmative Action program embodies the following principals:

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. The implementing entity is committed to insuring that there be no discrimination by vendors, Contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
3. Contractors and Subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

#### B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:

1. Personnel affirmative action in recruitment, hiring, and promotion is required by Contractor and Subcontractors who have entered into a federally-assisted construction or non-construction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
2. Contractors and Subcontractors who enter into a CONSTRUCTION CONTRACT in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

### C. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors:

1. All Contractors who have entered into a NON-CONSTRUCTION CONTRACT and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
2. All Subcontractors rendering services or supplies to a Contractor in the amount of \$50,000 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

### D. Exemptions under 41 CFR 60:

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a Contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
2. Contracts for Work outside the United States
3. State and Local Governments
4. Contracts with certain educational institutions
5. Work on or near Indian Reservations
6. Specific contracts and facilities found exempt by
7. Deputy Assistant Secretary
8. National security contracts

Any Contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

### II. SATISFYING AFFIRMATIVE ACTION PLAN

#### A. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors can be met through the following:

1. Completing a Contract Compliance Qualifying Report for Non-construction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
2. Completing a Contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the Contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy ((refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

## DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

- A. "Affirmative Action" is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.
- B. "Affirmative Action Plan" is a written affirmative plan required of Contractors and Subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.
- C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a Contractor.
- D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.
- E. "Contractor" means a prime Contractor or Subcontractor.
- F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;
- G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;
- H. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the Contractor or Subcontractor.
- I. "Employer Identification Number" means the Federal Social Security Number;
- J. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  2. Has a record or such impairment or,
  3. Is generally regarded as having such an impairment.
- K. "Employer Identification Number" means the Federal Social Security Number;
- L. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  2. Has a record or such impairment, or
  3. Is generally regarded as having such an impairment.
- M. "Implementing Entity" means public jurisdiction who is administering the contract.
- N. "Minority" includes:
1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);
  2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);
  4. American Indian or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).
- O. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".
- P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.
- Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- S. "Vietnam-Era Veteran" means a person who:
1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
  2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

T. Violation and Appeal Procedure:

1. A Contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that complaint to the Contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.
2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall:
  - 1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or
  - 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead specifically to an allegation of the complaint shall constitute an admission of such allegation.
3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer, or from the U.S. Department of Labor's OFCCP Officer to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.
4. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).
5. Rehabilitation act of 1973, as amended (Handicapped) Pub. L 93-112 as amended. (29 USCA 701-794).
6. California Fair Employment Practice Act. Labor Code Sec. 1410 *et seq.*
7. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

## EQUAL OPPORTUNITY CLAUSES

**The Contractor and Subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally-assisted contract. Each nonexempt prime Contractor shall include equal employment opportunity clauses in each of its nonexempt Subcontractors.**

### EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Sec. 60-1.4. The following requirements apply to Contractors and Subcontractors

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24,

1965, and by rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

### **EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250.

- (1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of

independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- (3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.



(7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.

(8) As used in this clause:

- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
- b. "Appropriate office of the State Employment Service System" means the local office of the federal - state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
- c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
- d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the

Contractor and representatives of his employees.

- (9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- (12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (14) Collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (15) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES**

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.
- (5) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**STANDARD FEDERAL EQUAL  
EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT PROVISIONS  
(EXECUTIVE ORDER 11246, PURSUANT TO  
41 CFR 60-4.3 (a))**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have

unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and

shall implement affirmative action steps at least as extensive as the follow 16 steps:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's

employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a – p). The efforts of a Contractor association, joint Contractor-union, Contractor-

community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum

results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR 60-4.6.

which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid conditions for Federal and federally Assisted Construction published at 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

#### **Minority Goals**

The goal for the utilization of women employees on federally-assisted construction contracts is set at 6.9%.

The goal for utilization of minorities, based on the Standard metropolitan Statistical Area (SMSA) for Riverside/San Bernardino County is 19%.

For additional information on these goals, please contact the OFCCP-Pacific Region at (415) 848-6969.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws

## CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to federally assisted construction contracts  
and related subcontracts exceeding \$100,000)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor to include, or cause to be included, the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOT FOR BID



**- Insert -**

**DAVIS-BACON WAGE DETERMINATION**

**NOT FOR BID**

NOT FOR BID

## **SAMPLE DOCUMENTS**

(Including Exhibits A through G)

NOT FOR BID

NOT FOR BID



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH  
DAVIS-BACON AND RELATED ACTS REQUIREMENTS**

PRIME CONTRACTOR	
PROJECT NAME:	PROJECT CODE:
PROJECT ADDRESS:	
PRIME CONTRACTOR NAME:	
<p>As the Prime Contractor for the above referenced project, I hereby make the following certification and acknowledgment with respect to the applicability of <b><u>"DAVIS-BACON AND RELATED ACTS"</u></b> requirements:</p> <p>1. By entering into this contract I certify and acknowledge that the above referenced project is federally funded and, as the Prime Contractor, I am solely responsible for complying with the <b><u>"DAVIS-BACON AND RELATED ACTS"</u></b> requirements; and</p> <p>2. The Prime Contractor and all Subcontractors are required to pay their laborers and mechanics employed a wage not less than the highest wage applicable to their work classifications. If no federal work classification appears to apply, the Prime Contractor shall make a written request to the County of San Bernardino to obtain the applicable work classification and wage rate prior to the start of construction. The Prime Contractor is solely responsible for ensuring that all Subcontractors are in compliance with the <b><u>"DAVIS-BACON AND RELATED ACTS"</u></b> requirements.</p>	
PRIME CONTRACTOR	DATE
PRIME CONTRACTOR SIGNATURE	TITLE
<p><b>IF PRIME CONTRACTOR IS A CORPORATION OR PARTNERSHIP LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.</b></p>	
NAME	TITLE
NAME	TITLE
NAME	TITLE
NAME	TITLE
NAME	TITLE



## SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS REQUIREMENTS

SUBCONTRACTOR	
PROJECT NAME:	PROJECT CODE:
PROJECT ADDRESS:	
PRIME CONTRACTOR NAME:	
SUBCONTRACTOR NAME:	
<p>As the undersigned Subcontractor, having executed a contract with the above named contractor on the above referenced project, hereby make the following certification and acknowledgment with respect to the applicability of <b><u>"DAVIS-BACON AND RELATED ACTS"</u></b> requirements:</p> <p>1. By executing a contract with the above named contractor, I/we certify and acknowledge that the above referenced project is federally funded and will comply with the <b><u>"DAVIS-BACON AND RELATED ACTS"</u></b> requirements.</p> <p>2. I/we have read the <b><u>"LABOR COMPLIANCE CONTRACT ADDENDUM"</u></b> including the wage determination for the above referenced project. I/we acknowledge the receipt and adherence to following provisions set forth in the <b><u>"FEDERAL LABOR STANDARDS PROVISIONS"</u></b> before participation on this project.</p> <p>3. I/we will include the <b><u>"LABOR COMPLIANCE CONTRACT ADDENDUM"</u></b> including the wage determination for the above referenced project in any lower tier subcontracts/purchase orders executed. I/we will forward to Prime Contractor a copy of all executed subcontracts/purchase orders to any lower tier subcontractors within seven (7) days of the execution date.</p>	
SUBCONTRACTOR	DATE
SUBCONTRACTOR SIGNATURE	TITLE
IF SUBCONTRACTOR IS A CORPORATION OR PARTNERSHIP LIST THE LEGAL NAMES AND TITLES OF ALL PARTNERS OR CORPORATE OFFICERS.	
NAME	TITLE
NAME	TITLE
NAME	TITLE
NAME	TITLE
NAME	TITLE



**Economic Development Agency**  
Community Development and Housing

## **CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

### **PRIME CONTRACTOR**

**PROJECT NAME:**

**PROJECT CODE:**

**PROJECT ADDRESS:**

#### **INSTRUCTIONS**

This certification is required pursuant to **Executive Order 11246 (30 F.R. 12319-25)**. The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the **Equal Opportunity Clause**; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

### **BIDDER'S CERTIFICATION**

**BIDDER'S NAME:**

**ADDRESS:**

**1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.**

☐ Yes ☐ No (IF YES, identify the most recent contract.) \_\_\_\_\_

(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, EEOC at 800-669-4000 or online at <http://www.eeoc.gov/eeo1survey/index.html>.

**2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.**

☐ Yes ☐ No ☐ None Required

**3. Has Bidder ever been or is bidder being considered for sanction due to violation of EXECUTIVE ORDER 11246, as amended. <http://www.dol.gov/compliance/laws/comp-eeo.htm>**

☐ Yes ☐ No

**Certification:** The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
**PRIME CONTRACTOR (Print Name)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**CONTRACTOR SIGNATURE**

\_\_\_\_\_  
**DATE**

**EXHIBIT: B**

Created on 8/24/2012



**Economic Development Agency**  
Community Development and Housing

## **CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

<b>SUBCONTRACTOR</b>	
<b>PROJECT NAME:</b>	<b>PROJECT CODE:</b>
<b>PROJECT ADDRESS:</b>	
<b>INSTRUCTIONS</b>	
<p>This certification is required pursuant to <u>Executive Order 11246 (30 F.R. 12319-25)</u>. The implementing rules and regulations provide that any bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the <b>Equal Opportunity Clause</b>; and, if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the Prime Contractor approves the subcontract or permits work to begin under the subcontract. No contract shall be awarded unless such report is submitted.</p>	
<b>SUBCONTRACTOR'S CERTIFICATION</b>	
<b>SUBCONTRACTOR'S NAME:</b>	
<b>ADDRESS:</b>	
<p><b>1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (IF YES, identify the most recent contract.) _____</p> <p>(IF NO, contractor may be required to submit an EEO-1 survey or other reports to the Equal Employment Opportunity Commission, EEOC at 800-669-4000 or online at <a href="http://www.eeoc.gov/eeo1survey/index.html">http://www.eeoc.gov/eeo1survey/index.html</a>.</p> <p><b>2. Compliance reports were filed in connection with such contract or subcontractor with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission.</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None Required</p> <p><b>3. Subcontractor has ever been or is being considered for sanction due to violation of <u>EXECUTIVE ORDER 11246</u>, as amended. <a href="http://www.dol.gov/compliance/laws/comp-eeo.htm">http://www.dol.gov/compliance/laws/comp-eeo.htm</a></b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<b>Certification:</b> The information above is true and complete to the best of my knowledge and belief.	
_____ <b>SUBCONTRACTOR (Print Name)</b>	_____ <b>TITLE</b>
_____ <b>SUBCONTRACTOR SIGNATURE</b>	_____ <b>DATE</b>

**EXHIBIT: C**

Created on 8/24/2012





Economic Development Agency  
Community Development and Housing

**AFFIRMATIVE ACTION COMPLIANCE FORM  
FOR CONSTRUCTION CONTRACTS OVER \$10,000**

PRIME CONTRACTOR		SUBCONTRACTOR	
PROJECT NAME:		PROJECT CODE:	
COMPANY – CONTRACTOR NAME:			
Please check the box that applies to your company to affirm an understanding and implementation of <b>AFFIRMATIVE ACTION COMPLIANCE</b> requirements and that you have read and completed the requirements for the project as noted below:			
I / We have reviewed and understand the <b>“CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)”</b> of the bid package and/or <b>“LABOR COMPLIANCE CONTRACT ADDENDUM”</b> .			
<b>** MANDATORY REQUIREMENT **</b>			
<input type="checkbox"/> I / We <b>DO</b> currently maintain an effective Affirmative Action Program. The Affirmative Action Program complies with the <b>Standard Federal Equal Employment Opportunity Construction Contract Provisions Executive Order 11246, pursuant to 41 CFR 60-4.3 (a)</b> and will furnish a copy upon request.			
<input type="checkbox"/> I / We <b>DO NOT</b> currently maintain an Affirmative Action Program. I / We agree to the <b>Equal Opportunity Clause for Federally-Assisted Construction Contracts (Executive Order 11246)</b> , as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR 60-1.4) of <b>“CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)”</b> of the bid package and/or <b>“LABOR COMPLIANCE CONTRACT ADDENDUM”</b> .			
Personnel affirmative action in recruitment, hiring and promotion is required by Contractors and Subcontractors who have entered into a federally-assisted construction contract that exceeds \$10,000 or \$10,000 in the aggregate over a 12-month period. Contractors or Subcontractor who enter into a “Construction Contract” in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in <b>41 CFR 60-4.3 (a) (7)</b> and are also included under “Standard Federal Equal Employment Opportunity Construction Contract Specifications” of <b>“CONSTRUCTION CONTRACT LABOR COMPLIANCE PROVISIONS (ATTACHMENT D)”</b> of the bid package and/or <b>“LABOR COMPLIANCE CONTRACT ADDENDUM”</b> .			
I certify the information above is true and complete to the best of my knowledge and belief.			
_____ CONTRACTOR (Print Name)		_____ TITLE	
_____ CONTRACTOR SIGNATURE		_____ DATE	

EXHIBIT: D

Created on 3/12/2014



**Economic Development Agency**  
Community Development and Housing

## CERTIFICATE OF UNDERSTANDING AND AUTHORIZATION FORM

PRIME CONTRACTOR	SUBCONTRACTOR
<b>** Complete If Owner/Officer Is <u>NOT</u> Signing Statement of Compliance **</b>	
<b>PROJECT NAME:</b>	<b>PROJECT CODE:</b>
<b>COMPANY – CONTRACTOR NAME:</b>	
<p>The undersigned certifies that the company principal(s), and the authorized payroll officer have read the most current <b>“DAVIS-BACON LABOR STANDARDS”</b> (A Contractor’s Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects) and understand the labor standards clauses pertaining to this project including the pre-construction conference discussions and all related documents required for this project by the implementing agency in the pre-construction checklist package.</p>	
<p><b>THE FOLLOWING PERSON(S) IS DESIGNATED AS THE PAYROLL OFFICER FOR THE UNDERSIGNED COMPANY – CONTRACTOR AND IS AUTHORIZED TO SIGN THE STATEMENT OF COMPLIANCE WHICH WILL ACCOMPANY EACH WEEKLY CERTIFIED PAYROLL REPORT FOR THIS PROJECT.</b></p>	
<hr/> <b>PAYROLL AGENT (PRINT NAME)</b>	<hr/> <b>PAYROLL AGENT (SIGNATURE)</b>
<hr/> <b>OWNER/OFFICER (PRINT NAME)</b>	<hr/> <b>OWNER/OFFICER (SIGNATURE)</b>
<hr/> <b>TITLE (PARTNER/CORPORATE OFFICER OR OWNER)</b>	<hr/> <b>DATE</b>
<p>*** A PAYROLL OFFICER MAY SELF-CERTIFY AUTHORIZATION TO SIGN PAYROLL REPORTS ONLY IF A SOLE-PROPRIETOR. ALL OTHERS MUST HAVE AUTHORIZATION FROM A SECOND CORPORATE OFFICER / PARTNER OR OWNER. ***</p>	

**EXHIBIT: E**



**Economic Development Agency**  
Community Development and Housing

## FRINGE BENEFIT STATEMENT FORM

PRIME CONTRACTOR		SUBCONTRACTOR	
<b>PROJECT NAME:</b>		<b>PROJECT CODE:</b>	
<b>COMPANY – CONTRACTOR NAME:</b>			
<p>Use this form to identify those bona fide Fringe Benefit Plan(s) in which your employees are participating. List all third party plans, funds or trustees to which your firm makes fringe benefit payments in the interest of your employees. Provide an hourly equivalent of each fringe type (in dollars) below. Payrolls will be monitored to ensure the proper Fringe Benefit rates are being paid. Additional documentation may be required.</p>			
<b>CLASSIFICATION:</b>		<b>EFFECTIVE DATE:</b>	<b>SUBSISTENCE OR TRAVEL PAY \$:</b>
<b>FRINGE BENEFIT HOURLY AMOUNT:</b>	<b>NAME, ADDRESS AND CONTACT INFORMATION OF PLAN, FUND OR PROGRAM</b>		
<b>VACATION/HOLIDAY \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>HEALTH &amp; WELFARE \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>PENSION \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>APPRENTICE/TRAINING \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>OTHER \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>CLASSIFICATION:</b>		<b>EFFECTIVE DATE:</b>	<b>SUBSISTENCE OR TRAVEL PAY \$:</b>
<b>FRINGE BENEFIT HOURLY AMOUNT:</b>	<b>NAME, ADDRESS AND CONTACT INFORMATION OF PLAN, FUND OR PROGRAM</b>		
<b>VACATION/HOLIDAY \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>HEALTH &amp; WELFARE \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>PENSION \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>APPRENTICE/TRAINING \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<b>OTHER \$:</b>	NAME: ADDRESS: CONTACT INFORMATION:		
<p>I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above:</p>			
<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>CONTRACTOR (PRINT NAME)</b>		<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>TITLE</b>	
<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>CONTRACTOR SIGNATURE</b>		<div style="border-bottom: 1px solid black; width: 100%;"></div> <b>DATE</b>	

## FRINGE BENEFIT FORM INSTRUCTIONS

**Supplemental statements MUST be submitted during the progress of work should a change in rate of any of the classifications be made.**

**NOTE:** To receive credit for employer paid benefit contributions, plans must be bona fide and contributions must be documented. On the Fringe Benefit Statement, indicate the name, address and phone number of the administrator of the Plan, Fund or Program.

**VACATION PLAN/PAID HOLIDAY DOCUMENTATION:** Please submit copies of your company's policy for employer paid vacation and holidays. For vacation, please explain how you track the vacation hours for each employee. Additionally, please submit copies of monthly reports or statements from the bank/fund depository showing that the plan and vacation amounts are available for the workers.

**HEALTH AND WELFARE DOCUMENTATION:** For your Health & Welfare Plan, please submit copies of the plan documentation indicating monthly or quarterly billings for the covered benefits (and delineating all benefits per worker), as well as statements and copies of checks transmitted by your company to the trust fund or plan for these benefits.

**PENSION PLAN DOCUMENTATION:** Please submit copies of the plan documentation from the Plan Administrator including the plan summary, account balances, monthly or quarterly transmittals into the account and copies of checks transmitted by your company as payments into the accounts.

**APPRENTICE/TRAINING DOCUMENTATION:** Please submit copies of the Apprentice/Training Certification Letter from your Federally Registered Program Sponsors. The apprenticeship program must be registered with the Department of Labor (DOL), Office of Apprenticeship. Include level, step or period of the apprentice; apprentice's wage scale and ratio information. A training or apprentice wage can be paid only if the trainee is registered in a DOL approved apprenticeship or training program or with a State Apprenticeship Agency recognized by DOL. Otherwise, the individual is to be paid the Davis-Bacon and Related Acts (DBRA) prevailing wage rate for the classification of work that they are performing regardless of their skill level. (Federal regulations DO NOT REQUIRE the employment of apprentices on federally funded projects)

**OTHER DOCUMENTATION:** Please submit copies of explanation, monthly reports or statements and plan documentation from the Plan Administrator for all "OTHER" company paid plan(s). The implementing agency will verify plan(s) for employer to receive credit.

**FRINGES PAID IN CASH:** Indicate if some or all fringes will be added to the employee's basic hourly rate.

If your company does not operate under a collective bargaining agreement or contribute based on an hourly amount; you may use the following formulas to compute hourly benefits. Please be advised that examples are provided only to demonstrate how the formulas are used.

**Annual Calculation:** The annual calculation is based on 2080 hours per year (40hrs x 52 weeks per year)

Formula: Employee's Basic Hourly Rate x Number of Benefit Hours (8 Hrs a Day x Number of Days) divided by 2080 Annual Hours.

Example: At \$20/Hr, with 80 vacation hours a year, the hourly rate would calculate as follows:

$\$20 \times 80 \text{ Hrs} = \$1,600 \text{ divided by } 2,080 \text{ hours per year} = \$ .77$

Fringe Benefit Hourly Amount: \$.77

**Monthly Calculation:** The monthly calculation factor 173.33 is based on 2080 hours per year divided by 12 months.

Formula: Monthly Benefit Plan Contribution divided by 173.33

Example: If employer pays \$200/month for a medical benefit, the monthly hourly rate calculates as follows:

A monthly plan contribution of \$200 divided by 173.33 = \$1.15

Fringe Benefit hourly amount: \$1.15



**Economic Development Agency**  
Community Development and Housing

## AUTHORIZATION FOR PAYROLL DEDUCTION(S)

PRIME CONTRACTOR		SUBCONTRACTOR
PROJECT NAME:		PROJECT CODE:
COMPANY – CONTRACTOR NAME:		
EMPLOYEE NAME:		EMPLOYEE #:
<p><b>MUST</b> be completed and signed by the employee who has "OTHER/GARNISH" deduction(s) subtracted from his/her payroll. Deduction types include: <u>Alimony</u>, <u>Child Support</u>, other <u>Court-Ordered Deductions</u> or <u>Garnishments</u>, <u>Uniforms</u>, <u>401K</u>, <u>Loans</u>, <u>Advance Paybacks</u>, or <u>Insurance</u>, etc. This form is to be submitted before the first Certified Payroll reflecting the deduction(s). <b>ALL</b> "Other/Garnish" deductions must be accompanied by <b>supporting documentation</b>.</p>		
DEDUCTION TYPE:	EXPLANATION FOR DEDUCTION(S):	WEEKLY AMOUNT:
<p>I, _____, HEREBY AUTHORIZE _____ (PRINT EMPLOYEE NAME) (COMPANY - CONTRACTOR NAME) TO MAKE THE ABOVE LISTED DEDUCTION(S) FROM MY PAYROLL CHECK. IT IS UNDERSTOOD THAT THESE DEDUCTIONS ARE IN THE INTEREST OF THE EMPLOYEE AND NOT A CONDITION OF EMPLOYMENT, OR A DIRECT OR INDIRECT FINANCIAL BENEFIT ACCRUING TO THE EMPLOYER, AND NOT OTHERWISE FORBIDDEN BY LAW.</p>		
EMPLOYEE SIGNATURE _____		DATE _____
CONTRACTOR SIGNATURE _____		DATE _____

EXHIBIT: G



## **LABOR COMPLIANCE CONTRACT ADDENDUM**

NOT FOR BID

## 1. Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part



of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or Subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number. The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The Contractor or Subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work

actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The Contractor or Subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the Subcontractors to include *these clauses in any lower tier subcontracts*. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each Subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **SECTION 3 CLAUSE**

**(Information for the Section 3 Report will be input on LCPtracker)**

- 3-2.2 Employment opportunities for business and lower income persons in connection with assisted projects. This clause applies to construction contracts of \$100,000 or more, on projects funded with \$200,000 or more in federal funds from the U.S. Department of Housing and Urban Development.

Assurance of compliance with regulations.

- (A) Every contract or agreement for a grant, loan, subsidy or other direct financial assistance in aid of housing, urban planning, development, redevelopment, or renewal, public or community facilities and new community facilities and new community development, entered into by the Department of Housing and Urban Development with respect to a Section 3 covered project shall contain provisions requiring the applicant or recipient to carry out the provisions of Section 3, the regulations set forth in this part, and any applicable rules and orders of the Department issued thereunder prior to approval of its application for assistance for a Section 3 covered project.
- (B) Every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):
- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development as is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth to 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
  - c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organizations or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract unless the Subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors and assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135

NOT FOR BID

**AFFIRMATIVE ACTION COMPLIANCE  
GUIDELINES FOR CONSTRUCTION AND  
NON-CONSTRUCTION CONTRACTORS**

NOT FOR BID

# **AFFIRMATIVE ACTION COMPLIANCE GUIDELINES FOR CONSTRUCTION AND NON-CONSTRUCTION CONTRACTORS**

These Affirmative Action Compliance Guidelines have been designed to provide Contractors with information necessary to comply with Federal regulations found under Title 40, Part 60 of the Code of Federal Regulations. It is the intent of these guidelines to insure that equal opportunity for employment is practiced by the Contractor without regard to race, color, sex, religion, national origin, disability, and veteran's status. These guidelines provide the minimum information necessary to comply with EEO and affirmative action requirements, including the preparation of an Affirmative Action Plan that complies with federal regulations regarding Affirmative Action for federally-assisted projects. Contractors are urged to contact the implementing entity or the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) officer for any necessary technical assistance in meeting Affirmative Action requirements if they are considering bidding under this contract.

## **I. AFFIRMATIVE ACTION COMPLIANCE PROGRAM**

### **A. The Affirmative Action program embodies the following principals:**

1. Discrimination because of race, color, age, sex, religion, national origin, marital status, disability, or veteran's status is inconsistent with the constitution, laws, and policies of the United States, State of California and County of San Bernardino.
2. The implementing entity is committed to insuring that there be no discrimination by vendors, Contractors (including professional services and consultants), lessors, or lessees doing business with the implementing entity.
3. Contractors and Subcontractors agree to take affirmative personnel actions to hire and promote workers who traditionally have been discriminated against in the job market, including women, minorities, members of certain ethnic and religious groups, individuals with disabilities, and veterans.

### **B. Affirmative Action Step Requirements for CONSTRUCTION Contractors and Subcontractors:**

1. Personnel affirmative action in recruitment, hiring, and promotion is required by Contractor and Subcontractors who have entered into a federally-assisted construction or non-construction contract that exceed \$10,000 or \$10,000 in the aggregate over a 12-month period.
2. Contractors and Subcontractors who enter into a CONSTRUCTION CONTRACT in excess of \$10,000 must take 16 specific affirmative action steps to ensure equal employment opportunity. These steps are included in 41 CFR 60-4.3 (a) (7) and are also included under "Standard Federal Equal Employment Opportunity Construction Contract Specifications" of Attachment "D" of the bid package.

### **C. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors:**

1. All Contractors who have entered into a NON-CONSTRUCTION CONTRACT and who: 1) do business in the amount of \$50,000 or more with the implementing entity in any one fiscal year and, 2) employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.
2. All Subcontractors rendering services or supplies to a Contractor in the amount of \$50,000 or more and employ 50 or more employees, must develop a written Affirmative Action Program within 120 days after the contract award date.

### **D. Exemptions under 41 CFR 60:**

The following persons/contracts shall be exempt from this program:

1. A contract or contracts by a Contractor that do not exceed \$10,000 in the aggregate over a 12-month period.
2. Contracts for Work outside the United States
3. State and Local Governments
4. Contracts with certain educational institutions
5. Work on or near Indian Reservations
6. Specific contracts and facilities found exempt by
7. Deputy Assistant Secretary
8. National security contracts

Any Contractor who feels qualified for an exemption should contact the local Contract Compliance Officer or the U.S. Department of Labor's OFCCP Officer for further information.

## **II. SATISFYING AFFIRMATIVE ACTION PLAN**

### **A. Affirmative Action Plan requirements for NON-CONSTRUCTION Contractors can be met through the following:**

1. Completing a Contract Compliance Qualifying Report for Non-construction Contractors and Vendors, (refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
2. Completing a Contractor's Affirmative Action Policy, including methods of recruiting minorities and women. If the Contractor does not have its own Affirmative Action Policy, it may adopt the County's model Affirmative Action Policy ((refer to the form found in the "Additional Required Documents/Sample Documents" section of Attachment "D" of the bid package).
3. Following Federal Affirmative Action Plan guidelines which comply with the requirements of 41 CFR 60.2.10.

## DEFINITIONS

Unless a provision of a contract otherwise requires, certain words and phrases shall be defined as follows:

- A. "Affirmative Action" is a commitment to increase the number of minorities and women in the work force by setting employment goals and timetables, including action to achieve objectives. Affirmative Action seeks to ensure that discrimination is eliminated in dealings with employees or applicants for employment whether the discrimination is intentional or unintentional. In addition, Affirmative Action seeks to improve job standards and productivity through the removal of artificial and unnecessary barriers to employment and promotion and ensure that all job actions are related to job performance measures.
- B. "Affirmative Action Plan" is a written affirmative plan required of Contractors and Subcontractors who have 50 or more employees and have entered into a contract with the implementing entity that exceeds \$50,000, or \$50,000 in contracts over a 12-month period.
- C. "Contract" means a federally-assisted purchase order, offer and acceptance, lease, agreement or other arrangement creating an obligation to which the implementing entity is a party, which would make one of the parties within the definition a Contractor.
- D. "Construction" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services.
- E. "Contractor" means a prime Contractor or Subcontractor.
- F. "Covered Area" means the geographical area described in the solicitation from which the contract resulted;
- G. "Director" means Director, OFCCP, U.S. Dept. of Labor, or any person to whom the Director delegates authority to;
- H. "Employee" means one who performs work for compensation, or a person who is permanently or regularly employed by the Contractor or Subcontractor.
- I. "Employer Identification Number" means the Federal Social Security Number;
- J. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  2. Has a record or such impairment or,
  3. Is generally regarded as having such an impairment.
- K. "Employer Identification Number" means the Federal Social Security Number;
- L. "Handicapped Status" means any person who:
1. Has a physical or mental impairment, which substantially limits one or more of such person's major life activities.
  2. Has a record or such impairment, or
  3. Is generally regarded as having such an impairment.
- M. "Implementing Entity" means public jurisdiction who is administering the contract.
- N. "Minority" includes:
1. Black (all persons having origins in any Black African racial groups not of Hispanic origin);
  2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);
  4. American Indian or Alaskan native (all persons having origins in any of the native peoples of North America and maintaining identifiable tribal affiliations through membership and participation in community identification).
- O. "Non-construction Contract" means any contract that does not fall within the definition of "Construction Contract".
- P. "Officer" means the Contract Compliance Officer of the implementing entity or U.S. Department of Labor Office of Federal Contract Compliance Program (OFCCP) Officer.
- Q. "Persons" means any individual, firm, co-partnership, public service, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate CITY, county, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.
- R. "Underutilization" means having fewer minorities or women in a particular job classification than would reasonably be expected by their availability.
- S. "Vietnam-Era Veteran" means a person who:
1. Served on actual duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
  2. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.



T. Violation and Appeal Procedure:

1. A Contractor found in violation of equal opportunity/affirmative action laws will be referred to the U.S. Department of Labor's OFCCP Division, and the Solicitor for Labor, Associate Solicitor of Labor Relations and Civil Rights Regional Solicitors and Regional Attorney are authorized to institute enforcement proceedings by filing a complaint and serving that complaint to the Contractor (defendant), in accordance with procedures set forth in 41 CFR 60-30.5. The complaint shall contain information on the alleged violation, a prayer regarding the relief being sought, and the name and address of the attorney representing the Government. Within 20 days after receiving the complaint, the defendant shall file an answer with the Chief Administrative Law Judge, if the case has not been assigned to an Administrative Law judge.
2. The answer shall contain a statement of the facts which constitute the ground of defense, and shall:
  - 1) specifically admit, explain, or deny each of the allegations of the complaint unless the defendant is without knowledge, or
  - 2) state that the defendant admits all the allegations contained in the complaint. The answer may contain a waiver for a hearing and if not, a separate paragraph in the answer shall request a hearing. The answer shall contain the name and address of the defendant, or of the attorney representing the defendant. Failure to file an answer or plead specifically to an allegation of the complaint shall constitute an admission of such allegation.
3. Contractor agrees to fully comply with the laws and programs (including regulations issued pursuant thereto) identified herein. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this contract. Contractor warrants that he will make himself thoroughly familiar with the applicable provisions of said laws, programs, and regulations prior to commencing performance of the contract. Copies of said laws, programs, and regulations are available upon request from the implementing entity's Contract Compliance Officer, or from the U.S. Department of Labor's OFCCP Officer to the extent applicable the provisions of said laws programs and regulations are deemed to be a part of this contract as if fully set forth herein.
4. Vietnam Era Veterans' Readjustment Assistance Acts of 1972 and 1974, as amended. Pub. L. 92-540, Title V, Sec 503(a), Pub. L 93-508. Title IV, Sec. 402. (38 USCA 2011-2013).
5. Rehabilitation act of 1973, as amended (Handicapped) Pub. L 93-112 as amended. (29 USCA 701-794).
6. California Fair Employment Practice Act. Labor Code Sec. 1410 *et seq.*
7. Civil Rights Act of 1964, as amended (42 USCA 2000a to 2000H-6) and Executive Order No. 11246, September 24, 1965, as amended.

## **EQUAL OPPORTUNITY CLAUSES**

**The Contractor and Subcontractors not found exempt under 41 CFR 60-1.5, are required to comply with the following equal opportunity clauses as a condition of being awarded a federally-assisted contract. Each nonexempt prime Contractor shall include equal employment opportunity clauses in each of its nonexempt Subcontractors.**

### **EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS**

This clause is inserted pursuant to Executive Order 11246 of September 24, 1965, as amended, and Title VII of the Civil Rights Act of 1964, and is applicable pursuant to 41 CFR Sec. 60-1.4. The following requirements apply to Contractors and Subcontractors

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the

Secretary of Labor, pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders

- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 1124 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee), refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

In addition to the above, Contractor will agree to furnish all information and reports, including Standard form EEO-1, if applicable, to the U.S. Equal Employment Opportunity Commission (EEOC) and the U.S. Department of Labor's OFCCP, as required by Executive Order No. 11246 of September 24, 1965.

### **EQUAL OPPORTUNITY CLAUSE FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA**

This clause is inserted pursuant to Executive Order 11701 of January 24, 1973 and the Vietnam Era Veterans Readjustment Assistance Acts of 1972 and 1974 (P.L. 92-540, 93-508), and is applicable pursuant to 41 CFR Sec. 60-250.

- (1) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the Contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be

listed at an appropriate local office of the State Employment Service System wherein the opening occurs. The ConWytractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

- (3) Listings of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
- (4) The reports required by paragraph (2) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location, (a) the number of individuals hired during the reporting period, (b) the number of non-disabled veterans of the Vietnam Era hired, (c) the number of disabled veterans of the Vietnam Era hired, and (d) the total number of disabled veterans hired. The reports shall include covered veterans hired for on-the-job training under 38 USC Sec. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The Contractor shall maintain at each hiring location, copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (5) Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (6) This clause does not apply to the listing of employment openings, which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

(7) The provisions of paragraphs (2), (3), (4) and (5) of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer - union arrangement for that opening.

(8) As used in this clause:

- a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. The term includes full-time employment, temporary employment of more than three days duration, and part-time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer - union hiring arrangement or openings in an educational institution which are restricted to students of that institution. Under most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
- b. "Appropriate office of the State Employment Service System" means the local office of the federal - state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
- c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.
- d. "Openings which the Contractor proposes to fill pursuant to a customary and traditional employer - union hiring arrangement" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the

Contractor and representatives of his employees.

- (9) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (10) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (11) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.
- (12) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (13) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (14) Collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- (15) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

## **EQUAL OPPORTUNITY CLAUSE FOR WORKERS WITH DISABILITIES**

This clause is inserted pursuant to the Rehabilitation Act of 1973 (P.L. 93-112) and 41 CFR Sec. 60-741-4.

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer.
- (5) Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (6) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (7) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**STANDARD FEDERAL EQUAL  
EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT PROVISIONS  
(EXECUTIVE ORDER 11246, PURSUANT TO  
41 CFR 60-4.3 (a))**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarter Federal Tax Return. U.S. Treasury Department form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which the contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance programs Office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and

shall implement affirmative action steps at least as extensive as the follow 16 steps:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's

employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the item and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment source, the Contractor shall send written

notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors; adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a – p). The efforts of a Contractor association, joint Contractor-union, Contractor-

community or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation, which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum



results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 CFR 60-4.6.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws

which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- a) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid conditions for Federal and federally Assisted Construction published at 41 CFR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

### **Minority Goals**

The goal for the utilization of women employees on federally-assisted construction contracts is set at 6.9%.

The goal for utilization of minorities, based on the Standard metropolitan Statistical Area (SMSA) for Riverside/San Bernardino County is 19%.

For additional information on these goals, please contact the OFCCP-Pacific Region at (415) 848-6969.

## **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to federally assisted construction contracts  
and related subcontracts exceeding \$100,000)

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the forgoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the owner, the following:

- (1) A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt Contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor to include, or cause to be included, the criteria and requirements in paragraph (1) through (3) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

NOT FOR BID

## LABOR COMPLIANCE REQUIREMENTS

### Davis-Bacon and Related Acts:

The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with all requirements of Davis-Bacon and Related Acts (DBRA). The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

A copy of the Federal Prevailing Wage Decision, (and upon request the State Wage Decision) the date of which reflects the latest applicable modification at the time of this bid advertisement, is included in the Contract Documents and Specifications. Bidders shall be notified, via Addendum, of modifications, if any, which supersede that modification included herein, up until a minimum of ten days prior to the actual Bid Opening for this project.

A weekly Certified Payroll Report (CPR) is required during the term of construction on the project. Payment(s) of invoice(s) for this project may be delayed when CPRs are not submitted weekly. The CITY/COUNTY shall make progress payments on any properly completed payment request submitted by the Prime Contractor. The payment request shall not be approved unless all CPRs for the project submitted through LCPtracker have been approved and accepted for each week worked during the time period covered by said payment request.

### LCPtracker:

As permitted by the Department of Labor (DOL), The Department of Housing and Urban Development (HUD), and Title 8, section 16404 of the California Code of Regulations, the Prime Contractor and each Subcontractor and every lower-tier Subcontractor subject to DBRA are allowed to submit CPRs electronically via LCPtracker

LCPtracker is a web-based system.. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides two convenient training options:

**Option 1: Computer-Based Training Courses:** Pre-recorded videos can be viewed at any time by logging into the LCPtracker website and following these simple steps:

- Enter user name/password
- Select the "eTraining" link located at the top of the page.
- Select "Contractor Training Videos"

**Option 2: Web-Based Training Sessions:** Online training sessions facilitated by members of LCPtracker's customer support team are available several times per week. All that is needed to participate is a computer with Internet access, an email address and access to a phone.

- Enter user name/password
- Select “Book Now” on the “Projects” tab and register for the Online training sessions.

### **eDocuments:**

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. Prior to the contractor being allowed by the system to certify CPRs, all eDocuments must be submitted to, and approved by, the County.

### **Other Required Documentation:**

One of the documents that will be required to be uploaded in LCPtracker as part of the eDocuments, is a City business license or an exception letter. All contractors performing work on a project site located within an *incorporated* city must possess or obtain that city's business license. However, if the project is located in an *unincorporated* area of the County, and the contractor's business is located in an *incorporated* city, the contractor must possess or obtain a business license within the city where their business is located. Exception to business license requirement: An exception letter will be required if the contractor's business and the project work site are both located in the *unincorporated* area of the County.

### **Electronic Submission of Certified Payrolls:**

Use of LCPtracker may require data entry in order to certify weekly payroll(s). Data entry includes information regarding employee identification, labor classification, total hours worked on the project, wage and benefit rates paid etc. Contractors currently using a payroll software system may be capable of interfacing with LCPtracker. Submission of electronic CPRs will be required by every lower-tier Subcontractor .

**The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.**

## **NOTICE TO CONTRACTOR(s)**

### **COUNTYWIDE VISION:**

The project(s) implemented with these funds assist in meeting an element of the Countywide Vision for sustainable infrastructures and housing as adopted by the County Board of Supervisors and SANBAG on June 30, 2011.

### **FEDERALLY FUNDED PROJECTS:**

Contractors are advised that this is a federally funded project. Funding sources may include Community Development Block Grant funds (CDBG), Neighborhood Stabilization Program funds (NSP) or HOME Investment Partnerships Program funds. The requirements of the Davis-Bacon and Related Acts will apply to this project and those requirements will be enforced when the Contract amount for the Prime Contract exceeds \$2,000. Those wages are determined pursuant to the Davis-Bacon Act (40 USC 276a-7) (29 CFR, Part 5.0) and related Federal Acts, as applicable and as pursuant to the State of California Labor Code Section 1720 *et seq.* and implementing regulations of the State of California Department of Industrial Relations. For HOME Investment Partnerships Program and NSP funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in the Federal Wage Decision. **Should other funding be implemented on this project that triggers State Prevailing Wage, then the higher of the two applicable wage classifications, either Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract.** For CDBG funded projects, the Prime Contractor, all Subcontractors and all lower-tier Subcontractors are required to pay their laborers and mechanics employed under this Contract, a wage not less than minimum wage classification, as specified in **both** the Federal and State Wage Decision for this project **The higher of the two applicable wage classifications, either the Federal Prevailing Wage or, State Prevailing Wage will be enforced for all work under this Contract.** The Prime Contractor is responsible for ensuring all Subcontractor(s) and lower-tier Subcontractor(s) compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to this project and are attached.

**Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity** - The Contractor's attention is called to the "Equal Opportunity Clause" and "Standard Federal Equal Employment Specifications" contained herein. Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, is 19% for minorities and 6.9% for women.

NOT FOR BID

**- Insert -**  
**DAVIS-BACON WAGE DECISION**

NOT FOR BID



NOT FOR BID

I/We do hereby acknowledge that I/we have read and understand the requirements in the "Labor Compliance Contract Addendum" and have received a copy of the applicable Wage Decision(s) for this project.

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Code

\_\_\_\_\_  
Company/Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Title

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Title

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Signature

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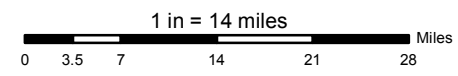
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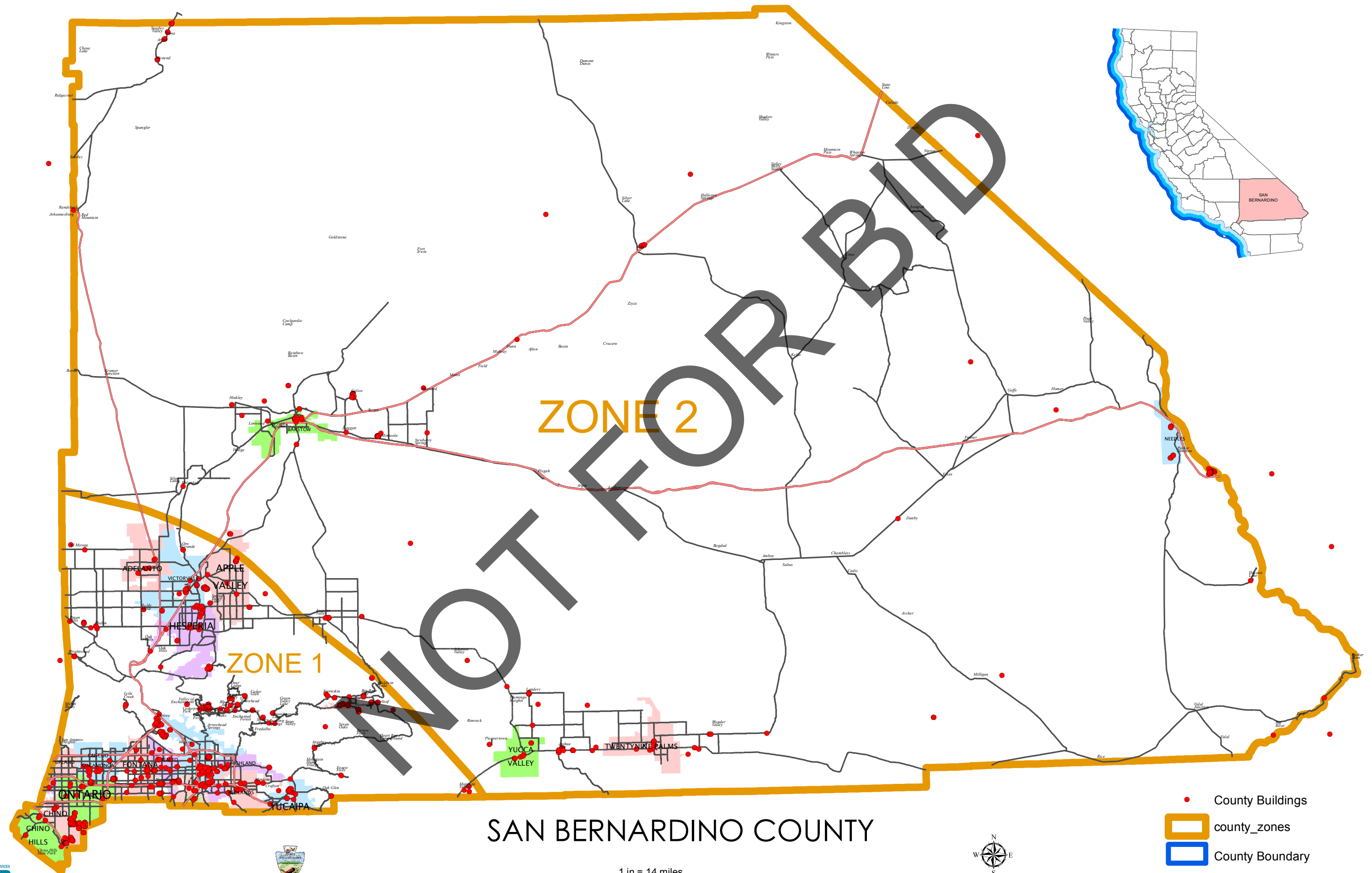
Please send the signed original of this page to San Bernardino County Community Development and Housing, Attention David Van Diest, 385 N. Arrowhead Ave, San Bernardino, CA 92415-0043 within seven (7) days of executed contract or purchase order.



# SAN BERNARDINO COUNTY



- County Buildings
- county\_zones
- County Boundary



ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	ADE001	I-019	Adelanto Detention Ctr.	9330-9438 Commerce Way	Adelanto	ADLT_DET	2
1	ADE002	I-020	Adelanto Detention Ctr.	16365 Beaver Road	Adelanto	STORAGE	1
1	ADE502	I-016	Adelanto TAD/PHD	10875 Rancho Rd.	Adelanto	OFFICE	1
1	ADE503	I-129	Adelanto PSD	11497 Bartlett Ave.	Adelanto	PRESCH	1
1	ADE504	I-130	ADE_Fire Station No. 322	10370 Rancho Rd.	Adelanto	FIRE_DST	1
1	ADE505	I-138	Victor Valley Substation No. 7	11613 Bartlett Ave.	Adelanto	SUB-STATION	2
1	ANG001	E-195	Sheriff	SH-38 at Angelus Oaks	Angeles Oaks	SUB-STATION	1
1	ANG002	E-196	Sheriff	SH-38 at Angelus Oaks	Angeles Oaks	SUB-STATION	1
1	ANG003	E-197	ANG_Fire Station No. 15	5766 N. Frontage Rd.	Angeles Oaks	FIRE_DST	1
1	APP003	C-122	SWM-Apple Valley Landfill	13401 Laguna Seca Drive	Apple Valley	WASTE_SYS	1
1	APP004	C-170	Trans Flood (Yard 16)	11923 Joshua Rd.	Apple Valley	TRANS	1
1	APP005	C-171	Trans Flood (Yard 16)	11923 Joshua Rd.	Apple Valley	TRANS	1
1	APP006	C-172	Trans Flood (Yard 16)	11923 Joshua Rd.	Apple Valley	TRANS	1
1	APP007	C-174	Trans Flood (Yard 16)	11923 Joshua Rd.	Apple Valley	TRANS	1
1	APP008	C-124	Building 1 - Terminal	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP009	C-123	Building 2 - Maintenance Shop	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP010	C-103	Building 3 - Maintenance Hangar	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP011	C-192	Building 4 - T-Hangar	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP012	C-191	Building 5 - T-Hangar	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP013	C-120	Building 6 - T-Hangar	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP014	C-200	Apple Vly Library	14901 Dale Evans Pkwy	Apple Valley	LIBRARY	1
1	APP020	C-234	Building A-360	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP021	C-235	Building B-180 Sheriff	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP023	C-239	Building A-315	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP024	C-240	Building A-310	21600 Corwin Rd.	Apple Valley	AIRPORT	1
1	APP504	C-036	Apple Valley PSD	13589 Navajo Rd.	Apple Valley	PRESCH	1
1	APP505	C-236	Sheriff / Coroner Office	16095 Tuscola Rd.	Apple Valley	OFFICE	1
1	ARB001	C-166	Green Vly Lk Sanitation	32760 Hilltop Blvd.	Arrowbear	SANIT_DST	1
1	BAM002	B-115	Trans Flood (Yard 11)	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	TRANS	1
1	BAM003	C-154	Solid Waste Management	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	SANIT_DST	1
1	BAM004	C-155	Solid Waste Management	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	SANIT_DST	1
1	BAM005	C-156	Solid Waste Management	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	SANIT_DST	1
1	BAM006	C-157	Trans Flood (Yard 11)	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	WASTE_SYS	1
1	BAM007	C-158	Trans Flood (Yard 11)	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	TRANS	1
1	BAM008	C-159	Trans Flood (Yard 11)	Hesperia Rd b/t Center St. & Mojave Dr.	Baldy Mesa	TRANS	1
1	BGC001	C-197	Big Bear Vly Park & Rec	Greenway Dr.	Big Bear City	DIS_PARK	1
1	BGC002	E-107	Big Bear Vly Park & Rec	Greenway Dr.	Big Bear City	DIS_PARK	1
1	BGC003	E-108	Big Bear Vly Park & Rec	Greenway Dr.	Big Bear City	DIS_PARK	1
1	BGC004	E-109	Big Bear Vly Park & Rec	Greenway Dr.	Big Bear City	DIS_PARK	1
1	BGC005	E-824	Big Bear Vly Park & Rec	Greenway Dr.	Big Bear City	DIS_PARK	1
1	BGC006	E-905	BGC_Sports Ranch Cabin 2	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	BGC007	E-906	BGC_Sports Ranch Cabin 3	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGC008	E-907	BGC_Sports Ranch Cabin 4	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGC009	E-908	BGC_Sports Ranch Condo	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGC010	E-909	BGC_Sports Ranch Garage	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGC011	E-910	BGC_Sports Ranch Main Bldg	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGC012	E-911	BGC_Sports Ranch RR-Laundry	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGC013	E-912	BGC_Sports Ranch Cabin 1	2050 Erwin Ranch Rd	Big Bear City	DIS_PARK	1
1	BGL001	E-112	Big Bear Library	41930 Garstin Dr.	Big Bear Lake	LIBRARY	1
1	BGL003	E-103	Sheriff	477 Summit Blvd.	Big Bear Lake	SUB-STATION	1
1	BGL004	E-105	Big Bear Courthouse	477 Summit Blvd.	Big Bear Lake	OFFICE	2
1	BGL005	E-150	Trans Flood (Yard 9) - Residence	42090 N. Shore Dr.	Big Bear Lake	TRANS	1
1	BGL006	E-151	Trans Flood (Yard 9) - Old Pump House	42090 N. Shore Dr.	Big Bear Lake	TRANS	1
1	BGL007	E-152	Trans Flood (Yard 9)	42090 N. Shore Dr.	Big Bear Lake	TRANS	1
1	BGL008	E-153	Trans Flood (Yard 9) - Cinder Barn	42090 N. Shore Dr.	Big Bear Lake	TRANS	1
1	BGL009	E-154	Trans Flood (Yard 9) - Office	42090 N. Shore Dr.	Big Bear Lake	TRANS	1
1	BGL010	E-155	Trans Flood (Yard 9)	42090 N. Shore Dr.	Big Bear Lake	TRANS	1
1	BGL011	E-812	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL013	E-814	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL014	E-815	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL015	E-816	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL016	E-817	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL017	E-818	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL018	E-819	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL019	E-106	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL020	E-821	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL021	E-823	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL022	E-825	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL023	E-826	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL024	E-827	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL025	E-828	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL026	E-829	Big Bear Park & Rec - Meadow Park	41220 Park Ave. - Meadow Park	Big Bear Lake	DIS_PARK	1
1	BGL027	E-830	Big Bear Park & Rec - Moonridge Park	Gold Mine Dr.-Moonridge Park	Big Bear Lake	DIS_PARK	1
1	BGL028	E-831	Big Bear Park & Rec - Moonridge Park	Gold Mine Dr.-Moonridge Park	Big Bear Lake	DIS_PARK	1
1	BGL029	E-820	Big Bear Park & Rec - Moonridge Park	Gold Mine Dr.-Moonridge Park	Big Bear Lake	DIS_PARK	1
1	BGL030	E-156	BGL Trans Rd. Yd. Cinder Bldg.	42090 N. Shore Dr.	Big Bear Lake	STOR/WAREHS	1
1	BGL031	E-131	Big Bear Transfer Station	38550 Holcomb Valley Rd	Big Bear Lake	SANIT_DST	1
1	BGL032	E-132	Big Bear Scale House	38550 Holcomb Valley Rd	Big Bear Lake	SANIT_DST	1
1	BGL033	E-133	Big Bear Pump House	38550 Holcomb Valley Rd	Big Bear Lake	SANIT_DST	1
1	BGL501	E-005	Animal Shelter (PH)	42088 N. Shore Dr. (SH-18)	Big Bear Lake	ANIMAL	1
1	BLO002	A-140	Bloomington Park & Rec	18313 Valley Blvd.	Bloomington	DIS_PARK	1
1	BLO003	A-861	Bloomington Park & Rec	18401 Jurupa Ave.	Bloomington	DIS_PARK	1

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1	BLO004	A-859	Bloomington Park & Rec	18259 & 18313 Valley Blvd.	Bloomington	DIS_PARK	1
1	BLO006	A-026	Libreria del Pueblo	18604 Jurupa Ave.	Bloomington	PRIVATE	1
1	BLO007	A-858	Marigold Acres Park	Valley at Cedar	Bloomington	DIS_PARK	1
1	BLO008	A-863	Marigold Acres Park	Valley at Cedar	Bloomington	DIS_PARK	1
1	BLO009	A-816	BLO_Fire Station No. 76	10174 Magnolia Ave.	Bloomington	FIRE_DST	1
1	BLO010	A-817	BLO_Fire Maint. Shop	10174 Magnolia Ave.	Bloomington	FIRE_DST	1
1	BLO011	A-862	Kessler Park	18400 Jurupa Ave.	Bloomington	DIS_PARK	1
1	BLO012	A-864	Kessler Park	18400 Jurupa Ave.	Bloomington	DIS_PARK	1
1	BLO013	A-176	Kessler Pk Picnic Shelter	18400 Jurupa Ave	Bloomington	DIS_PARK	1
1	BLO014	A-865	Ayala Park Restroom	18313 Valley Blvd	Bloomington	DIS_PARK	1
1	BLO015	A-866	Ayala Park Picnic Shelter	18313 Valley Blvd	Bloomington	DIS_PARK	1
1	BLO016	A-867	Kessler Park	18401 Jurupa Ave.	Bloomington	DIS_PARK	1
1	BLO502	A-011	Bloomington Library	10145 Orchard St.	Bloomington	LIBRARY	1
1	BLU001	C-144	Trans Flood (Yard 8)	26830 SH 189	Blue Jay	TRANS	1
1	BLU002	C-146	Trans Flood (Yard 8)	26830 SH 189	Blue Jay	TRANS	1
1	BLU003	C-147	Trans Flood (Yard 8)	26830 SH 189	Blue Jay	TRANS	1
1	BLU004	C-148	Trans Flood (Yard 8)	26830 SH 189	Blue Jay	TRANS	1
1	BLU005	C-149	Trans Flood (Yard 8)	26830 SH 189	Blue Jay	TRANS	1
1	BLU501	C-015	Blue Jay Library	27235 SH 189	Blue Jay	LIBRARY	1
1	CEP001	C-198	Cedarpines Park District	21775 Doyle Rd.	Cedar Pines Park	DIS_PARK	1
1	CEP002	C-891	Cedarpines Park District	21775 Doyle Rd.	Cedar Pines Park	DIS_PARK	1
1	CEP003	C-892	Cedarpines Park District	21775 Doyle Rd.	Cedar Pines Park	DIS_PARK	1
1	CHH003	A-221	COMM - Butterfield Radio	17850 Mystic Canyon Dr.	Chino Hills	COMM	1
1	CHH004	A-222	Chino Hills Modular	14575 Pipeline Ave.	Chino Hills	OFFICE	1
1	CHH005	A-223	Chino Hills County Ofcs	14575 Pipeline Ave.	Chino Hills	OFFICE	1
1	CHH007	A-257	ISD 800 MHz Equipment Shelter	16428 Canon Lane	Chino Hills	COMM	1
1	CHH008	A-258	ISD 800 MHz Antenna	16428 Canon Lane	Chino Hills	COMM	0
1	CHH504	A-099	Chino Hills Sheriff Substation	14282 Peyton Dr.	Chino Hills	SUB-STATION	1
1	CHH505	A-093	BOS 4th District Offices	14000 City Center Dr.	Chino Hills	OFFICE	1
1	CHH506	A-097	James S. Thalman CHH Branch Library	14020 City Center Dr.	Chino Hills	LIBRARY	1
1	CHI001	A-102	Chino Courthouse	13260 Central Ave.	Chino	OFFICE	2
1	CHI002	A-103	Yorba Slaughter Museum	17127 Pomona - Rincon Rd.	Chino	MUSEUM	1
1	CHI003	A-104	Yorba Slaughter Museum	17127 Pomona - Rincon Rd.	Chino	MUSEUM	1
1	CHI004	A-107	Yorba Slaughter Museum	17127 Pomona - Rincon Rd.	Chino	MUSEUM	1
1	CHI005	A-108	Yorba Slaughter Museum	17127 Pomona - Rincon Rd.	Chino	MUSEUM	1
1	CHI006	A-431	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1
1	CHI007	A-432	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1
1	CHI008	A-433	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1
1	CHI009	A-434	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1
1	CHI010	A-435	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1
1	CHI011	A-436	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1

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1	CHI012	A-437	Chino Open Space Proj P	15389 Carpenter Ave.	Chino	OPEN_SPACE	1
1	CHI013	A-438	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI014	A-439	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI015	A-440	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI016	A-590	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI017	A-591	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI018	A-592	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI019	A-593	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI020	A-594	Chino Open Space Proj P	7565 Eucalyptus Ave.	Chino	OPEN_SPACE	1
1	CHI022	A-442	Chino Open Space Proj P	13839 Bon View Ave.	Chino	OPEN_SPACE	1
1	CHI023	A-443	Chino Open Space Proj P	13839 Bon View Ave.	Chino	OPEN_SPACE	1
1	CHI024	A-444	Chino Open Space Proj P	13839 Bon View Ave.	Chino	OPEN_SPACE	1
1	CHI025	A-445	Chino Open Space Proj P	13839 Bon View Ave.	Chino	OPEN_SPACE	1
1	CHI026	A-446	Chino Open Space Proj P	13839 Bon View Ave.	Chino	OPEN_SPACE	1
1	CHI027	A-527	Chino Open Space Proj P	9109 Merrill Ave.	Chino	OPEN_SPACE	1
1	CHI028	A-528	Chino Open Space Proj P	9109 Merrill Ave.	Chino	OPEN_SPACE	1
1	CHI029	A-529	Chino Open Space Proj P	9109 Merrill Ave.	Chino	OPEN_SPACE	1
1	CHI030	A-530	Chino Open Space Proj P	9109 Merrill Ave.	Chino	OPEN_SPACE	1
1	CHI031	A-531	Chino Open Space Proj P	9109 Merrill Ave.	Chino	OPEN_SPACE	1
1	CHI032	A-532	Chino Open Space Proj P	9109 Merrill Ave.	Chino	OPEN_SPACE	1
1	CHI033	A-536	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI034	A-537	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI035	A-538	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI036	A-539	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI037	A-540	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI038	A-541	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI039	A-542	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI040	A-543	Chino Open Space Proj P	7777 Schaefer Ave.	Chino	OPEN_SPACE	1
1	CHI048	A-518	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI049	A-517	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI050	A-585	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI051	A-135	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI052	A-137	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI053	A-144	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI054	A-146	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI055	A-147	Trans Flood (Yard 1)	7000 Merrill Ave.	Chino	TRANS	1
1	CHI059	A-562	Building 12 - Office	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI064	A-561	Building A220	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI065	A-570	Building A230 - Dome No. 1	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI066	A-149	Building A245	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI067	A-150	Building A270	7000 Merrill Ave.	Chino	AIRPORT	1

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1	CHI068	A-553	Building A305 - Old Admin Bldg	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI069	A-554	Building A310	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI070	A-558	Building A315	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI071	A-143	Building A320	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI072	A-560	Building A330 - CVIFD Engine 63	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI073	A-569	Building A335 - Dome No. 2	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI074	A-568	Building A340 - Dome No. 3	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI075	A-151	Building A430 - Mini Park	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI076	A-567	Building A435 - Dome No. 4	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI077	A-557	Building A437 - Storage Garage	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI078	A-134	Building A460 - T-Hangar H-1	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI079	A-555	Building A465 - T-Hangar H-2	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI080	A-559	Building A470 - T-Hangar H-3	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI081	A-573	Building A475 - T-Hangar H-4	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI085	A-566	Building A515 - Air Museum	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI089	A-154	Building A550 - Admin Office	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI090	A-155	Building A552 - Guard Shack	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI091	A-156	Building B197 - Lighting Vault	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI092	A-157	Building B220 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI093	A-158	Building B230 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI094	A-159	Building B240 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI095	A-160	Building B250 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI096	A-161	Building B260 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI097	A-162	Building B270 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI098	A-163	Building B280 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI099	A-164	Building B290 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI100	A-165	Building B295 - Aircraftsman	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI101	A-166	Building F300 - Flightline Staging	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI102	A-167	Building F310 - Fire Pump House	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI103	A-168	Building F320 - Storage	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI104	A-169	Building F325 - Guard Shack	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI105	A-170	Building F330 - Commercial 1	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI106	A-171	Building F340 - Commercial 2	8354 Kimball Ave.	Chino	AIRPORT	1
1	CHI107	A-521	Building F350 - Commercial 3	8348 Kimball Ave	Chino	AIRPORT	1
1	CHI108	A-172	Building F360 - Commercial 4	8348 Kimball Ave	Chino	AIRPORT	1
1	CHI109	A-173	Building F365 - Maintenance South	8348 Kimball Ave	Chino	AIRPORT	1
1	CHI112	A-428	PR_El Prado Golf Clubhouse/Pro Shop	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI113	A-509	PR_Park Maintenance Storage Warehouse	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI114	A-510	PR_West Lake Restroom 1	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI115	A-511	PR_Soccer Area Restroom 2	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI116	A-512	PR_Middle Area Restroom 3	16700 S. Euclid Ave.	Chino	REGPK	1



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1	CHI117	A-513	PR_Restroom 4 & Boat House Snack Bar	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI118	A-514	PR_Group A Restroom 5	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI119	A-515	PR_Main Gate / Entrance	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI120	A-516	PR_Office/Maintenance Shop	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI121	A-519	PR_Multi-Purpose Building	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI122	A-177	Building A385 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI123	A-178	Building A390 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI124	A-209	PR_Group B Restroom 6 / Shower	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI125	A-213	PR_RV Campground Restroom 7	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI126	A-214	PR_RV Campground Restroom 8 / Shower	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI127	A-182	Building A490A - Storage	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI128	A-183	Building A440	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI129	A-184	Building A480	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI130	A-185	Building A485	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI131	A-186	Building A490	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI132	A-224	PR_Pro Shop	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI133	A-225	PR_Prado Equestrian Center	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI134	A-574	Building A495 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI135	A-575	Building A497 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI136	A-576	Building A555 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI137	A-577	Building A560 - Hangar	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI138	A-578	Chino Mechanical Building	13200 Central Ave.	Chino	MECH	1
1	CHI139	A-579	Chino Open Space Proj P	8375 Merrill Ave.	Chino	HOUSING	1
1	CHI140	A-580	Chino Open Space Proj P	15102 Carpenter Ave.	Chino	HOUSING	1
1	CHI141	A-581	Chino Open Space Proj P	8819 Remington Ave.	Chino	HOUSING	1
1	CHI142	A-582	Chino Open Space Proj P	8315 Merrill Ave.	Chino	HOUSING	1
1	CHI143	A-584	Chino Modular Office - AIRP	7000 Merrill Ave.	Chino	AIRPORT	1
1	CHI144	A-595	PR_Picnic Shelter A	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI145	A-596	PR_Picnic Shelter B	16700 S. Euclid Ave.	Chino	REGPK	1
1	CHI146	A-597	PR_Office Modular	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI147	A-598	PR_Restroom	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI148	A-599	PR_Skeet Tower	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI149	A-600	PR_Skeet Tower	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI150	A-601	PR_Skeet Tower	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI151	A-602	PR_Skeet Tower	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI152	A-603	PR_Skeet Tower	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI153	A-604	PR_Skeet Tower	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI154	A-605	PR_Control Bunker	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI155	A-606	PR_Control Bunker	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI156	A-607	PR_Control Bunker	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI158	A-609	PR_Trap House	17501 Pomona-Rincon Rd.	Chino	REGPK	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	CHI159	A-610	PR_Trap House	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI160	A-611	PR_Trap House	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI161	A-612	PR_Trap House	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI162	A-613	PR_Trap House	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI163	A-614	PR_Trap House	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI164	A-615	PR_25 Meter Pistol Range	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI165	A-616	PR_50 Meter Running Target	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI166	A-617	PR_50 Meter Rifle	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI167	A-618	PR_10 Meter Air Gun	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI168	A-619	PR_Maintenance	17501 Pomona-Rincon Rd.	Chino	REGPK	1
1	CHI501	A-001	Chino PSD	5585 Riverside Dr.	Chino	PRESCH	1
1	CHI504	A-201	Chino Library	13180 Central Ave.	Chino	LIBRARY	1
1	COL001	D-109	Agua Mansa Museum	2001 W. Agua Mansa Rd.	Colton	MUSEUM	1
1	COL002	D-730	Solid Waste Management	Santa Ana River	Colton	WASTE_SYS	1
1	COL003	D-103	ARMC - Nurse's Tower	400 N. Pepper Ave.	Colton	HOSPITAL	6
1	COL004	D-106	ARMC - Diag/Test/Outpatient	400 N. Pepper Ave.	Colton	HOSPITAL	4
1	COL005	D-107	ARMC - Behavioral Health	400 N. Pepper Ave.	Colton	HOSPITAL	3
1	COL007	D-120	ARMC - Central Plant	400 N. Pepper Ave.	Colton	HOSPITAL	1
1	COL501	D-006	Behavioral Health	1330 Cooley Dr.	Colton	OFFICE	1
1	COL504	D-01V	Colton TAD	2040 W. Woodbine Ave.	Colton	OFFICE	2
1	COL508	D-045	Superintendent of Schools	1020 E. Cooley Dr.	Colton	SCHOOLS	1
1	COL513	D-216	ARMC	952 S. Mt. Vernon Ave., #C	Colton	OFFICE	1
1	COL514	D-233	COL PH WIC	290 E. "O" St.	Colton	OFFICE	1
1	COL516	D-256	ARMC Modular Village #1	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL517	D-257	ARMC Modular Village #2	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL518	D-258	ARMC Modular Village #3	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL519	D-259	ARMC Modular Village #4	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL520	D-260	ARMC Modular Village #5	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL521	D-261	ARMC Modular Village #6	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL522	D-262	ARMC Modular Village #7	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL523	D-263	ARMC Modular Village #8	400 N. Pepper Ave.	Colton	OFFICE	1
1	COL524	D-264	ARMC Modular Village #9	400 N. Pepper Ave.	Colton	OFFICE	1
1	CRS003	C-152	Trans Flood (Yard 7)	23188 Crest Forest Dr.	Crestline	TRANS	1
1	CRS004	C-153	Trans Flood (Yard 7)	23188 Crest Forest Dr.	Crestline	TRANS	1
1	CRS005	C-104	LG_Leisure Shores Bath House	24658 San Moritz Dr.	Crestline	REGPK	1
1	CRS006	C-132	LG_North Beach Office / First Aid	24558 Lake Dr.	Crestline	REGPK	1
1	CRS007	C-129	LG_San Moritz Lodge	24640 San Moritz Dr.	Crestline	REGPK	2
1	CRS008	C-140	LG_Superintendent Residence	24101 Gregory Dr.	Crestline	REGPK	1
1	CRS009	C-134	LG_Maintenance Bldg	24171 Lake Dr.	Crestline	REGPK	1
1	CRS010	C-141	LG_Boat House and Office	24171 Lake Dr.	Crestline	REGPK	1
1	CRS011	C-142	LG_Horseshoe Pits Restroom	24171 Lake Dr.	Crestline	REGPK	1

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1	CRS012	C-143	LG_North Beach Snack Bar	24171 Lake Dr.	Crestline	REGPK	1
1	CRS013	C-133	LG_South Beach Snack Bar	24171 Lake Dr.	Crestline	REGPK	1
1	CRS014	C-128	CRS Sanitation - Lake Gregory Pump Station	24690 San Moritz Way	Crestline	SANIT_DST	1
1	CRS015	C-135	CRS Sanitation - Bernard Pump Station	24250 Bernard Dr.	Crestline	SANIT_DST	1
1	CRS016	C-136	CRS Sanitation Dist	73 SH-173/138	Crestline	SANIT_DST	1
1	CRS017	C-831	CRS Sanitation Dist	40 Silverwood	Crestline	SANIT_DST	1
1	CRS018	C-832	CRS Sanitation Dist	Sewage Treatment Plant	Crestline	SANIT_DST	1
1	CRS019	C-834	CRS Sanitation Dist	Miller Canyon	Crestline	SANIT_DST	1
1	CRS020	C-841	CRS Sanitation Dist	40 Silverwood	Crestline	SANIT_DST	1
1	CRS021	C-845	CRS Sanitation - District Office	24516 Lake Dr.	Crestline	SANIT_DST	1
1	CRS022	C-847	CRS Sanitation - Forest Shade Pump Station	563 Forest Shade Rd.	Crestline	SANIT_DST	1
1	CRS023	C-207	CRS Sanitation - Huston Creek Wastewater Plant	246 Houston Rd.	Crestline	SANIT_DST	1
1	CRS024	C-127	CRS Sanitation - Huston Creek Wastewater Plant	246 Houston Rd.	Crestline	SANIT_DST	1
1	CRS025	C-830	CRS Sanitation - Huston Creek Wastewater Plant	246 Houston Rd.	Crestline	SANIT_DST	1
1	CRS026	C-828	CRS Sanitation - Seeley Creek Wastewater Plant	700 Skyland Spur Access Rd	Crestline	SANIT_DST	1
1	CRS027	C-829	CRS Sanitation - Seeley Creek Wastewater Plant	700 Skyland Spur Access Rd	Crestline	SANIT_DST	1
1	CRS028	C-846	CRS Sanitation - Seeley Creek Wastewater Plant	700 Skyland Spur Access Rd	Crestline	SANIT_DST	1
1	CRS029	C-893	LG_Ballfield Snack Bar	24650 San Moritz Dr.	Crestline	REGPK	1
1	CRS030	C-894	LG_Waterslide Entry Building	24171 San Moritz Dr.	Crestline	REGPK	1
1	CRS031	C-895	LG_South Beach Group Shelter	24171 San Moritz Dr.	Crestline	REGPK	1
1	CRS032	C-896	LG_Horseshoe Pits Shelter	24171 San Moritz Dr.	Crestline	REGPK	1
1	CRS034	C-898	LG_North Beach Swim Area Entry	24171 Lake Dr.	Crestline	REGPK	1
1	CRS035	C-899	LG_South Beach Area Entry	24171 Lake Dr.	Crestline	REGPK	1
1	CRS037	C-835	LG_Residence	515 Thousand Pines	Crestline	HOUSING	1
1	CRS038	C-862	LG_Skate Park Restroom	532 Forest Shade Rd.	Crestline	RESTROOM	1
1	CRS039	C-863	LG_Skate Park Shelter	532 Forest Shade Rd.	Crestline	REGPK	1
1	CRS040	C-864	LG North Beach Restroom	24171 Lake Dr.	Crestline	RESTROOM	1
1	CRS041	C-865	LG South Beach Restroom	24171 San Moritz Dr.	Crestline	REGPK	1
1	CRS042	C-866	LG Cove Restroom	24400 Lake Dr.	Crestline	REGPK	1
1	CRS501	C-001	Crestline Library	23555 Knapps Cut Off	Crestline	LIBRARY	1
1	CRS502	C-053	Crestline PSD	22836 Fir Lane	Crestline	PRESCH	1
1	CRS506	C-233	Chamber of Commerce - Crestline	24385 Lake Dr	Crestline	OFFICE	1
1	DEV001	B-126	PHL_Animal Shelter	19777 Shelter Way	Devore	ANIMAL	1
1	DEV002	B-207	SHR - TRNG Academy Locker	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV003	B-148	SHR - Range Live Fire Hse	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV004	B-149	SHR - Range Restrooms	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV005	B-159	SHR - Range Office/Armory	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV008	B-004	SHR - Range Live Fire Cls	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV009	B-155	SHR - Trng Admin Offices	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV010	B-156	SHR - TRNG Academy Shower/Dorm	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV011	B-157	SHR - TRNG Academy Class	18000 W. Institution Rd.	Devore	TRAINING	1

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1	DEV012	B-158	SHR - TRNG Academy Gym	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV013	B-101	GHRC_Garage & Storage	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV014	B-105	GHRC_Tool Storage	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV015	B-107	GHRC_Maintenance	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV016	B-110	GHRC_Dorms & Sim Rm	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV019	B-114	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV021	B-147	GH_Pavillion Stage & Green Room	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV022	B-127	GH_Conference Center	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV023	B-130	GH_Maintenace Shop & Offices	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV026	B-133	GH_Admin Offices	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV027	B-134	GH_Emac Storage Bldg	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV028	B-135	GH_Carpetry Shop	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV029	B-136	GH_Island Restroom & Vending	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV030	B-137	GH_Island Boat House Snack Bar	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV031	B-138	GH_Island Tower	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV032	B-139	GH_Gate House @ Gate 2	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV033	B-145	GH_Scout Area Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV034	B-144	GH_Spillway Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV036	B-142	GH_Between Lakes Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV037	B-140	GH_Lakeside Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV038	B-146	GH_Campground Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV039	B-003	GHRC_Weekend Processing	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV040	B-118	GHRC_Laundry	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV041	B-119	GHRC_Sewage Clarifier	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV042	B-120	GHRC_Dining	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV043	B-121	GHRC_Minimum Security No. 1	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV044	B-122	GHRC_Minimum Security No. 2	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV045	B-123	GHRC_Maximum Housing & Admin	18000 W. Institution Rd.	Devore	ADLT_DET	2
1	DEV046	B-124	GHRC_Maintenance Shop	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV047	B-125	GHRC_Guard Shack	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV048	B-219	PHL_Animal Shelter	19777 Shelter Way	Devore	ANIMAL	1
1	DEV049	B-220	PHL_Animal Shelter	19777 Shelter Way	Devore	ANIMAL	1
1	DEV050	B-221	PHL_Animal Shelter	19777 Shelter Way	Devore	ANIMAL	1
1	DEV052	B-180	DEV_Fire Station No. 2	1511 Devore Rd.	Devore	FIRE_DST	1
1	DEV053A	B-183	GHRC_Maximum Female	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV054	B-184	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV055	B-185	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV056	B-141	GHRC_Work Release	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV057	B-208	GHRC_Female Classroom	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV058	B-209	GHRC_Bakery	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV059	B-150	GHRC_Male Classroom	18000 W. Institution Rd.	Devore	ADLT_DET	1

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1	DEV060	B-151	GHRC_Print Shop	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV061	B-152	GHRC_Autobody Shop	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV062	B-186	GHRC_Maintenance Shop	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV063	B-187	GHRC_Visitor Center	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV064	B-188	GHRC_Chaplain	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV065	B-189	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV066	B-190	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV067	B-191	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV068	B-192	SHR - Adv Off Trng Ctr.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV069	B-193	SHR - TRNG Academy East	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV070	B-194	SHR - TRNG Academy West	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV071	B-195	SHR - Range Live Fire RR	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV072	B-196	SHR - Range Gun Cleaning	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV073	B-197	SHR - Range Gas House	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV074	B-198	SHR - Range Classrms E&F	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV075	B-199	SHR - Range Classrm G	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV076	B-200	SHR - Range Leather Stor.	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV077	B-201	SHR - Range Classrm D	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV078	B-202	SHR - Range RAC House	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV079	B-203	SHR - EVOC Main Bldg	18958 Institution Rd.	Devore	TRAINING	1
1	DEV080	B-204	SHR - EVOC Maint RR	18958 Institution Rd.	Devore	TRAINING	1
1	DEV081	B-205	SHR - EVOC Maint Storage	18958 Institution Rd.	Devore	TRAINING	1
1	DEV082	B-206	SHR - EVOC Veh & Fab Grge	18958 Institution Rd.	Devore	TRAINING	1
1	DEV083	B-214	PHL_Animal Shelter	19777 Shelter Way	Devore	ANIMAL	1
1	DEV084	B-215	GH_Pump House #3	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV085	B-216	GH_Pump House #4	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV086	B-217	GH_Waterslides Filter Room	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV087	B-218	GHRC_Recreation Yard Tower	18000 W Institution Rd	Devore	ADLT_DET	1
1	DEV088	B-223	GH_MAC Shack	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV089	B-224	GH_Meadowlark Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV090	B-225	GH_Meadowlark Shelter	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV092	B-227	GH_Swim Lifeguard & Snack Bar	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV093	B-222	GHRC_Female Fac Modular Clsrm	18000 W. Institution Rd.	Devore	ADLT_DET	1
1	DEV100	B-228	GH_Swim Area Chlorine Building	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV101	B-229	GH_Swim Entry Building	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV102	B-230	GH_Pavilion Food Concession A	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV103	B-231	GH_Pavilion South Ticket/Food Booth B	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV104	B-232	GH_Pavilion South Entry Restroom C	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV105	B-233	GH_Pavilion North Entry Restroom C1	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV106	B-234	GH_Pavilion North Entry Restroom C2	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV107	B-235	GH_Pavilion Bev. Concession/First Aid D	2575 Glen Helen Pkwy.	Devore	REGPK	1

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1	DEV108	B-236	GH_Pavilion Beverage Concession E	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV109	B-237	GH_Pavilion Novelties Concession F	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV110	B-238	GH_Pavilion Novelties Concession G	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV111	B-239	GH_Pavilion North Ticket Booth H	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV112	B-240	GH_Pavilion VIP Lot Storage	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV113	B-241	GH_Pavilion VIP Party Shelter 1	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV114	B-242	GH_Pavilion VIP Party Shelter 2	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV115	B-243	GH_Pavilion VIP Party Shelter 3	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV116	B-244	GH_Pavilion VIP Party Shelter 4	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV117	B-245	GH_Sanitation Plant	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV118	B-246	GH_Sheriff's Rodeo Admin Bldg	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV119	B-247	GH_Lakeside Shelter	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV120	B-248	GH_Pavilion South VIP Men's Restroom	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV121	B-249	GH_Pavilion South VIP Women's Restroom	2575 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV122	B-250	GH_Coyote Picnic Area Restroom	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV123	B-251	GH_Coyote Picnic Area Shelter	2555 Glen Helen Pkwy.	Devore	REGPK	1
1	DEV124	B-252	GHRP 400K Water Tank	2555 Glen Helen Rd	Devore	WATER_DST	1
1	DEV125	B-253	GHRC 1,000K Gallon Water Tank	18000 W. Institution Rd.	Devore	WATER_DST	1
1	DEV129	B-257	SHR - Storage/Inmate Quarters	18000 W. Institution Rd	Devore	TRAINING	1
1	DEV130	B-258	SHR - Storage	18000 W. Institution Rd	Devore	TRAINING	1
1	DEV131	B-259	SHR Adv Training - Restrooms	18000 W. Institution Rd.	Devore	TRAINING	1
1	DEV132	B-260	SHR Range Gas House	18000 W. Institution Rd	Devore	TRAINING	1
1	DEV133	B-261	SHR Range Gun Cleaning	18000 W. Institution Rd	Devore	TRAINING	1
1	DEV134	B-262	SHR Range Safety Office	18000 W. Institution Rd	Devore	TRAINING	0
1	ELM001	I-700	ELM_Fire Station No. 11	2925 El Mirage Rd.	El Mirage	FIRE_DST	1
1	ELM002	I-829	El Mirage Community Ctr	1400 Community Ln.	El Mirage	ECD	1
1	ETI001	I-131	ETI_Trans Yard - Garage	12158 Baseline Rd.	Etiwanda	TRANS	1
1	ETI002	I-132	ETI_Trans Yard - Garage	12158 Baseline Rd	Etiwanda	TRANS	1
1	ETI003	I-133	ETI - Trans Yard - Storage	12158 Baseline Rd	Etiwanda	TRANS	1
1	ETI004	I-134	ETI - Trans Yard - Office	12158 Baseline Rd	Etiwanda	TRANS	1
1	FAW001	C-801	FAW_Fire Station No. 49	39188 Rim of the World Dr.	Fawnskin	FIRE_DST	1
1	FAW002	C-852	FAW_U.S. DEPT OF AGRICULTURE	41374 North Shore Dr.	Fawnskin	FIRE_DST	1
1	FAW003	C-850	Big Bear Vly Park & Rec	North Shore Dr @ Garden Place	Fawnskin	DIS_PARK	1
1	FAW004	C-851	Big Bear Vly Park & Rec	North Shore Dr @ Garden Place	Fawnskin	DIS_PARK	1
1	FAW005	C-145	Fawnskin Sanitation Dist	42235 North Shore Dr.	Fawnskin	SANIT_DST	1
1	FAW006	C-162	Fawnskin Sanitation Dist	42235 North Shore Dr.	Fawnskin	SANIT_DST	1
1	FAW007	C-163	Fawnskin Sanitation Dist	42235 North Shore Dr.	Fawnskin	SANIT_DST	1
1	FON002	A-106	Old Timer's Foundation	8572 Sierra Ave.	Fontana	OFFICE	1
1	FON003	A-130	SWM-Mid-Valley Landfill	2390 Alder Ave	Fontana	WASTE_SYS	1
1	FON004	A-117	Trans Flood (Yard 3)	17618 E. Arrow Blvd.	Fontana	TRANS	1
1	FON005	A-118	Trans Flood (Yard 3)	17618 E. Arrow Blvd.	Fontana	TRANS	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	FON007	A-120	Trans Flood (Yard 3)	17618 E. Arrow Blvd.	Fontana	TRANS	1
1	FON008	A-121	Trans Flood (Yard 3)	17618 E. Arrow Blvd.	Fontana	TRANS	1
1	FON010	A-115	Fontana Courthouse	17780 Arrow Blvd.	Fontana	OFFICE	2
1	FON011	A-114	Fontana County Offices	17830 Arrow Blvd.	Fontana	OFFICE	2
1	FON012	A-853	FON_Fire Station No. 73	14360 Arrow Rte.	Fontana	FIRE_DST	1
1	FON014	A-413	George White Senior Center	8565 Nuevo Ave.	Fontana	ECD	1
1	FON015	A-850	FON_Fire Station No. 71	16980 Arrow Blvd.	Fontana	FIRE_DST	1
1	FON016	A-851	FON_Fire Station No. 71	16980 Arrow Blvd.	Fontana	FIRE_DST	1
1	FON017	A-852	FON_Fire Station No. 72	15380 San Bernardino Ave.	Fontana	FIRE_DST	1
1	FON018	A-854	FON_Fire Station No. 72	15380 San Bernardino Ave.	Fontana	FIRE_DST	1
1	FON019	A-206	Fontana - Mechanical Building	17780 Arrow Blvd.	Fontana	MECH	1
1	FON054	A-235	RDA - Beech Ave. Warehouse	8588 Beech Ave.	Fontana	RDA-SAN_SEV	0
1	FON055	A-090	PSD - Citrus Ave	9315 Citrus Ave.	Fontana	OFFICE	1
1	FON503	A-009	ARMC-Fontana Family Hlth	16854 Ivy Ave.	Fontana	OFFICE	1
1	FON505	A-019	Public Health - WIC	9161 Sierra Ave.	Fontana	OFFICE	1
1	FON506	A-020	Fontana TAD	7977 N. Sierra Ave.	Fontana	OFFICE	1
1	FON508	A-025	Behavioral Health	17216 Slover Ave.	Fontana	OFFICE	1
1	FON509	A-031	Fontana TAD Employment	16730 Arrow Blvd.	Fontana	OFFICE	1
1	FON511	A-033	Kaiser H.S. Library	11155 Almond Ave.	Fontana	LIBRARY	1
1	FON517	A-046	COMM - Jurupa Hills	Jurupa Hills	Fontana	COMM	1
1	FON518	A-187	Summit H.S. Library	15551 Summit Ave.	Fontana	LIBRARY	1
1	FON519	A-189	Fontana - Preschool Svcs.	9315 Citrus Ave.	Fontana	PRESCH	1
1	FON520	A-197	FON_Fire Station No. 78	7110 Citrus Ave.	Fontana	FIRE_DST	1
1	FON521	A-198	FON_Fire Station No. 74	11500 Live Oak	Fontana	FIRE_DST	1
1	FON522	A-231	DA Modular	17830 Arrow Blvd.	Fontana	OFFICE	1
1	FON523	M-002	Lewis Library & Technology Center	8437 Sierra Ave.	Fontana	LIBRARY	2
1	FON524	M-006	FON_Fire Station No. 77	17459 Slover Ave.	Fontana	FIRE_DST	1
1	FON900	M-011	Fontana Jury Assembly	17780 Arrow Blvd	Fontana	OFFICE	2
1	FOR001	D-810	FOR_Fire Station No. 128	40847 Valley of the Falls Dr.	Forest Falls	FIRE_DST	1
1	FOR501	D-050	Sheriff	41003 Valley of the Falls Dr.	Forest Falls	SUB-STATION	1
1	GRA501	D-099	Grand Terrace Library	22795 Barton Rd.	Grand Terrace	LIBRARY	1
1	GRA503	D-195	GRA_Fire Station No. 23	22582 City Center Ct.	Grand Terrace	FIRE_DST	1
1	GRL001	C-859	Green Vly Lk Sanitation	33596 Green Valley Lake Rd.	Green Valley Lake	SANIT_DST	1
1	GRL002	C-860	Green Vly Lk Sanitation	33596 Green Valley Lake Rd.	Green Valley Lake	SANIT_DST	1
1	GRL003	C-861	Green Vly Lk Sanitation	33596 Green Valley Lake Rd.	Green Valley Lake	SANIT_DST	1
1	HES003	B-100	Trans Flood (Yard ?)	12397 Sycamore	Hesperia	TRANS	1
1	HES004	B-117	Trans Flood (Yard ?)	12397 Sycamore	Hesperia	TRANS	1
1	HES005	B-128	Trans Flood (Yard ?)	12397 Sycamore	Hesperia	TRANS	1
1	HES006	C-856	HES_Fire Station No. 40	6584 Caliente	Hesperia	FIRE_DST	1
1	HES007	C-113	HES_Fire Station No. 48	4691 Summit Valley Rd.	Hesperia	FIRE_DST	1
1	HES008	C-112	ECD	9724 "E" Ave.	Hesperia	ECD	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	HES010	C-190	Oak Hills Water Dist	7939 Opal	Hesperia	WATER_DST	1
1	HES016	C-177	Spring Vly Lk Water Dist	17470 Alder St.	Hesperia	WATER_DST	1
1	HES018	C-111	ECD	17292 Eucalyptus St.	Hesperia	TRAINING	1
1	HES019	C-049	ECD	17292 Eucalyptus St.	Hesperia	TRAINING	1
1	HES022	C-048	ECD	17292 Eucalyptus St.	Hesperia	TRAINING	1
1	HES024	M-010	CSA70 Materials / Equipment Storage	7939 Opal Ave.	Hesperia	STOR/WAREHS	1
1	HES501	C-002	Hesperia TAD	9655 9th Ave.	Hesperia	OFFICE	1
1	HES503	C-025	Hesperia PSD	9352 E. St.	Hesperia	PRESCH	1
1	HES504	C-027	Hesperia TAD Employment	15980 Main St.	Hesperia	OFFICE	1
1	HES507	C-095	CSA 70 - General	11954 Hesperia Rd.	Hesperia	OFFICE	1
1	HES508	C-097	Public Health	16453 Bear Valley Rd.	Hesperia	OFFICE	1
1	HES509	C-057	JESD	15555 Main St.	Hesperia	OFFICE	1
1	HES510	C-082	Hesperia DBH Clinic	11951 Hesperia Rd.	Hesperia	OFFICE	1
1	HES511	C-098	BOS Field Ofc - Hesperia	9329 Mariposa Rd.	Hesperia	OFFICE	1
1	HES512	C-099	Hesperia Library	9650 7th Ave.	Hesperia	LIBRARY	1
1	HES513	C-100	Hesperia Fleet Management	17130 Mesa St.	Hesperia	VEH_SVCS	1
1	HIG002	D-198	Seven Oaks Dam Project Offices	32330 Santa Ana Canyon	Highland	FLOOD	1
1	HIG003	D-199	Seven Oaks Dam Archive/Storage	32330 Santa Ana Canyon	Highland	FLOOD	1
1	HIG004	D-201	Seven Oaks Dam Project Maintenance	32330 Santa Ana Canyon	Highland	FLOOD	1
1	HIG005	D-208	Seven Oaks Dam Project Storage	32330 Santa Ana Canyon	Highland	FLOOD	1
1	HIG501	D-039	Preschool Services	26887 5th St.	Highland	PRESCH	1
1	HIG502	D-041	Sam J. Ricadio Library	7863 Central Ave.	Highland	LIBRARY	1
1	LKA003	C-169	LKA_Fire Station No. 91	301 S. SH 173	Lake Arrowhead	FIRE_DST	1
1	LKA004	C-178	LKA_Fire Station No. 91	301 S. SH 173	Lake Arrowhead	FIRE_DST	1
1	LKA007	C-818	LKA_Fire Station No. 91	301 S. SH 173	Lake Arrowhead	FIRE_DST	1
1	LKA008	C-168	LKA_Fire Station No. 93	200 N. SH 173	Lake Arrowhead	FIRE_DST	1
1	LKA009	C-810	LKA_Fire Station No. 93	200 N. SH 173	Lake Arrowhead	FIRE_DST	1
1	LKA010	C-813	LKA_Fire Station No. 93	200 N. SH 173	Lake Arrowhead	FIRE_DST	1
1	LKA011	C-819	LKA_Old Fire Station No. 94	27176 Peninsula Dr.	Lake Arrowhead	FIRE_DST	1
1	LKA012	C-820	LKA_Old Fire Station No. 94	27176 Peninsula Dr.	Lake Arrowhead	FIRE_DST	1
1	LKA013	C-126	LKA_Fire Station No. 94	27470 N. Bay Rd.	Lake Arrowhead	FIRE_DST	1
1	LKA014	M-004	LKA Fire Station No. 92	981 S. Hwy 173	Lake Arrowhead	FIRE_DST	1
1	LKA502	C-029	Sheriff	27400 SH-18	Lake Arrowhead	SUB-STATION	1
1	LKA503	C-035	COMM - Strawberry Peak	Strawberry Peak	Lake Arrowhead	COMM	1
1	LOM502	D-01H	Loma Linda Library	25581 Barton Rd.	Loma Linda	LIBRARY	3
1	LOM503	D-048	Loma Linda DCSS	10417 Mountain View Ave.	Loma Linda	OFFICE	4
1	LYT001	B-210	Lytle Creek Sani Dist	30 Lytle Creek	Lytle Creek	SANIT_DST	1
1	LYT002	B-830	Lytle Creek Sani Dist	30 Lytle Creek	Lytle Creek	SANIT_DST	1
1	LYT003	B-831	Lytle Creek Sani Dist	30 Lytle Creek	Lytle Creek	SANIT_DST	1
1	LYT004	B-179	LYT_Fire Station No. 20	497 Lytle Creek Rd.	Lytle Creek	FIRE_DST	1
1	MEN001	D-602	Sheriff	2105 Mentone Blvd.	Mentone	SUB-STATION	1



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1	MEN002	D-804	MEN_Fire Station No. 9	1300 Crafton Ave.	Mentone	FIRE_DST	1
1	MEN003	D-805	Senior Center & Library	1331 Opal Ave.	Mentone	LIBRARY	1
1	MEN502	D-052	Sheriff	1338 Wabash Ave.	Mentone	SUB-STATION	1
1	MEN503	D-084	Sheriff	34701 Mill Creek Rd.	Mentone	SUB-STATION	1
1	MON001	A-145	ECD	4669 Holt Blvd.	Montclair	ECD	1
1	MON501	A-061	Montclair Library	9955 Fremont Ave.	Montclair	LIBRARY	1
1	MON502	A-059	Montclair WIC	5111 Benito St.	Montclair	OFFICE	1
1	MOR002	E-117	SWM-Morongo Vly Landfill	10780 Malibu Trail	Morongo Valley	WASTE_SYS	1
1	MOR003	E-137	SWM-Morongo Vly Landfill	10780 Malibu Trail	Morongo Valley	WASTE_SYS	1
1	MOR004	E-181	Parks - Big Morongo Cyn	50100 Park Ave.	Morongo Valley	DIS_PARK	1
1	OKG001	E-029	YPA_Fire Station No. 39	11877 Oak Glen Rd	Oak Glen	FIRE_DST	1
1	ONT001	A-420	SWM-Milliken Landfill	2050 Milliken Ave.	Ontario	WASTE_SYS	1
1	ONT002	A-421	SWM-Milliken Landfill	2050 Milliken Ave.	Ontario	WASTE_SYS	1
1	ONT004	A-122	Preschool Services	555 W. Maple	Ontario	PRESCH	1
1	ONT005	A-123	Preschool Services	555 W. Maple	Ontario	PRESCH	2
1	ONT006	A-127	CG_Park Office & Maintenance	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT007	A-128	CG_Storage Room & Employee Restrooms	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT008	A-129	CG_Lake Snack Bar & Restroom #2	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT009	A-131	CG_Swim Area Restroom	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT010	A-132	CG_Lake Restroom #3	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT011	A-133	CG_Swim Area Waterslide	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT012	A-138	CG_Lake Picnic Shelter #3	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT014	A-180	CG_Swim Area Lifeguard Station	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT015	A-422	CG_Swim Area Group Shelter #1	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT016	A-423	CG_Swim Area Group Shelter #2	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT017	A-868	CG_East Guasti Picnic Shelter #4	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT018	A-869	CG_Entry Gate House	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT019	A-870	CG_East Guasti Restroom #4	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT020	A-871	CG_Main Pool Chlorine Room	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT021	A-872	CG_Splash Pool Chlorine Room	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT022	A-873	CG_Historic Wine Vat	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT024	A-876	CG Restroom #4	800 N. Archibald Ave.	Ontario	REGPK	1
1	ONT025	A-877	Chino Open Space Proj P	7280 Eucalyptus Ave.	Ontario	OPEN_SPACE	1
1	ONT026	A-878	Chino Open Space Proj P	7278 Eucalyptus Ave.	Ontario	OPEN_SPACE	1
1	ONT027	A-880	Chino Open Space Proj P	7511 Eucalyptus Ave.	Ontario	OPEN_SPACE	1
1	ONT028	A-879	Chino Open Space Proj P	7388 Eucalyptus Ave.	Ontario	OPEN_SPACE	1
1	ONT029	A-881	Chino Open Space Proj P	13839 Bon View Ave.	Ontario	OPEN_SPACE	1
1	ONT030	A-882	Chino Open Space Proj P	13705 Bon View Ave.	Ontario	OPEN_SPACE	1
1	ONT031	A-883	Chino Open Space Proj P	14389 Sultana Ave.	Ontario	OPEN_SPACE	1
1	ONT032	A-884	Chino Open Space Proj P	7777 Schaefer	Ontario	OPEN_SPACE	1
1	ONT033	A-885	Chino Open Space Proj P	13905 Bon View Ave.	Ontario	OPEN_SPACE	1

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1	ONT034	A-886	Chino Open Space Proj P	7849 Schaefer	Ontario	OPEN_SPACE	1
1	ONT501	A-028	Ontario TAD	1637 E. Holt Blvd.	Ontario	OFFICE	1
1	ONT502	A-029	Public Health	1647 E. Holt Blvd.	Ontario	OFFICE	1
1	ONT504	A-045	Ontario TAD	1627 E. Holt Blvd.	Ontario	OFFICE	2
1	ONT505	A-047	Ontario PSD	720 N. Sultana Ave.	Ontario	PRESCH	1
1	ONT513	A-091	ONT - DCS	191 N. Vineyard Ave.	Ontario	OFFICE	2
1	ONT514	A-095	ISD - WECA	200 N. Cherry Ave.	Ontario	COMM	1
1	ONT515	A-096	Agriculture, Weights & Measures	1640 S. Grove Ave	Ontario	OFFICE	1
1	ORO001	I-705	ECD	Myer St.	Oro Grande	ECD	1
1	ORO002	I-707	ECD	Myer St.	Oro Grande	ECD	1
1	ORO010	I-709	Oro Grande Community Center	15100 Olive St.	Oro Grande	ECD	1
1	PHE001	B-106	SWM-Phelan Landfill	10130 Buckwheat Rd.	Phelan	WASTE_SYS	1
1	PHE002	B-108	SWM-Phelan Landfill	10130 Buckwheat Rd.	Phelan	WASTE_SYS	1
1	PHE003	B-109	SWM-Phelan Landfill	10130 Buckwheat Rd.	Phelan	WASTE_SYS	1
1	PHE004	B-112	SWM-Phelan Landfill	10130 Buckwheat Rd.	Phelan	WASTE_SYS	1
1	PHE005	B-828	SWM-Phelan Landfill	10130 Buckwheat Rd.	Phelan	WASTE_SYS	1
1	PHE006	B-104	SWM-Phelan Landfill	10130 Buckwheat Rd.	Phelan	WASTE_SYS	1
1	PHE024	B-827	CSA 70	4128 Warbler Rd.	Phelan	FIRE_DST	1
1	PHE028	M-008	Phelan Memorial Library	9898 Clovis Rd.	Phelan	LIBRARY	1
1	PHE501	B-005	Sheriff	4050 Phelan Rd.	Phelan	SUB-STATION	1
1	PIN010	B-807	PIN_Fire Station No. 102	10433 Mountain Rd.	Pinon Hills	FIRE_DST	1
1	PIN011	B-808	PIN_Fire Station No. 10	9625 Beekley Rd.	Pinon Hills	FIRE_DST	1
1	RAN001	A-125	Rancho Courthouse	8303 Haven Ave.	Rancho Cucamonga	OFFICE	5
1	RAN002	A-126	John Rains House	8810 Hemlock	Rancho Cucamonga	MUSEUM	1
1	RAN003	A-139	Vehicle Services	12672 Fourth St.	Rancho Cucamonga	VEH_SVCS	1
1	RAN004	A-124	WVJDC - Probation	9478 Etiwanda Ave.	Rancho Cucamonga	OFFICE	1
1	RAN005	A-141	WVADC - Intake	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN006	A-210	WVJDC - Building 1	9478 Etiwanda Ave.	Rancho Cucamonga	JUV_DET	1
1	RAN007	A-211	WVJDC - Admin Bldg	9478 Etiwanda Ave.	Rancho Cucamonga	JUV_DET	1
1	RAN008	A-212	WVJDC - Building 4	9478 Etiwanda Ave.	Rancho Cucamonga	JUV_DET	1
1	RAN009	A-062	WVJDC - Building 5	9478 Etiwanda Ave.	Rancho Cucamonga	JUV_DET	1
1	RAN010	A-219	Rancho Cucamonga PSD	9324 San Bernardino Ave.	Rancho Cucamonga	PRESCH	1
1	RAN011	A-220	Rancho Cucamonga PSD	9324 San Bernardino Ave.	Rancho Cucamonga	PRESCH	1
1	RAN012	A-175	Preschool Services	9324 San Bernardino Ave.	Rancho Cucamonga	PRESCH	1
1	RAN013	A-179	WVADC - Admin	9500 Etiwanda Ave.	Rancho Cucamonga	ADLT_DET	2
1	RAN014	A-208	WVJDC - Building 2	9478 Etiwanda Ave.	Rancho Cucamonga	JUV_DET	1
1	RAN016	A-234	West End Educational Service Center	8265 Aspen Ave.	Rancho Cucamonga	OFFICE	1
1	RAN017	A-236	WVADC - Unit 1	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN018	A-237	WVADC - Unit 2	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN019	A-238	WVADC - Unit 3	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN020	A-239	WVADC - Unit 4	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	RAN021	A-240	WVADC - Unit 5 (Maximum)	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN022	A-254	WVADC - Unit 6	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN023	A-242	WVADC - Unit 7	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN024	A-255	WVADC - Unit 8	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN025	A-245	WVADC - Unit 9	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN026	A-246	WVADC - Unit 10	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN027	A-247	WVADC - Unit 11	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN028	A-248	WVADC - Unit 12	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN029	A-249	WVADC - Unit 13	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN030	A-250	WVADC - Unit 14	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN031	A-251	WVADC - Medical	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN032	A-252	WVADC - Infirmary	9500 Etiwanda Ave	Rancho Cucamonga	ADLT_DET	2
1	RAN033	A-253	County Building	8575 Haven Ave.	Rancho Cucamonga	OFFICE	2
1	RAN501	A-004	Public Health	9507 Arrow Route	Rancho Cucamonga	OFFICE	1
1	RAN507	A-044	Rancho Cucamonga TAD/ESP	10825 Arrow Rt.	Rancho Cucamonga	OFFICE	2
1	RAN510	A-053	Rancho Cucamonga DCS	9638 7th St.	Rancho Cucamonga	OFFICE	1
1	RAN516	A-058	JESD - Rancho Cucamonga	9650 9th St.	Rancho Cucamonga	OFFICE	1
1	RAN518	A-089	Public Defender - RAN Investigations	8241 White Oak Ave.	Rancho Cucamonga	OFFICE	1
1	RAN519	M-001	Rancho DPA Adult & Aging Services	9445 Fairway View Place	Rancho Cucamonga	OFFICE	1
1	RED001	D-615	Redlands Courthouse	216 Brookside Ave.	Redlands	OFFICE	2
1	RED002	D-616	Redlands County Offices	222 Brookside Ave.	Redlands	OFFICE	1
1	RED003	D-640	County Museum	2024 Orange Tree Ln.	Redlands	MUSEUM	3
1	RED004	D-618	Mission Asistencia Museum	26930 Barton Rd.	Redlands	MUSEUM	1
1	RED005	D-619	Mission Asistencia Museum	26930 Barton Rd.	Redlands	MUSEUM	1
1	RED006	D-622	Mission Asistencia Museum	26930 Barton Rd.	Redlands	MUSEUM	1
1	RED007	D-020	San Timoteo Landfill Scal	31 Refuse Rd.	Redlands	WASTE_SYS	1
1	RED008	D-234	Red Museum Assoc Bldg.	2022 Orange Tree Ln.	Redlands	MUSEUM	1
1	RED501	D-001	Adult & Aging Services / Public Health	111 W. Lugonia Ave.	Redlands	OFFICE	1
1	RED504	D-011	Redlands TAD/JESD	881 W. Redlands Blvd.	Redlands	OFFICE	1
1	RED507	D-031	Redlands PSD	15 N. Center St.	Redlands	PRESCH	1
1	RED510	D-060	Preschool Services	1323 Sixth St.	Redlands	PRESCH	1
1	RED516	D-094	Redlands PHL Clinic	850 E. Lugonia, Suite E-2	Redlands	OFFICE	1
1	RED517	D-217	COMM - Sunset Ridge	Sunset Ridge	Redlands	COMM	1
1	RIA001	A-113	Sheriff Aviation	1776 Miro Way	Rialto	AIRPORT	3
1	RIA002	A-427	Sheriff Dispatch Center	1771 Miro Way	Rialto	SUB-STATION	1
1	RIA003	A-111	Office of Emergency Management	1743 Miro Way	Rialto	FIRE_DST	1
1	RIA004	A-207	800 MHz Modular	1743 Miro Way	Rialto	OFFICE	1
1	RIA005	A-215	Com Fire Modular	1771 Miro Way	Rialto	SUB-STATION	1
1	RIA006	A-216	Sheriff	1771 Miro Way	Rialto	SUB-STATION	1
1	RIA007	A-217	Sheriff	1771 Miro Way	Rialto	SUB-STATION	1
1	RIA008	A-007	Fire Dispatch	1743 Miro Way	Rialto	SUB-STATION	1

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1	RIA501	A-006	ISD - 800 MHz Storage/Repair	1640 Miro Way	Rialto	OPEN_SPACE	1
1	RIA503	A-013	Preschool Services	1360 W. Foothill Blvd.	Rialto	PRESCH	1
1	RIA505	A-017	HSS - Admin	851 W. Foothill Blvd.	Rialto	OFFICE	1
1	RIA508	A-048	Behavioral Health	850 E. Foothill Blvd.	Rialto	OFFICE	1
1	RIA509	A-055	Rialto PSD	485 Eucalyptus Ave.	Rialto	PRESCH	1
1	RIA510	A-092	Rialto Library	251 W. 1st St.	Rialto	LIBRARY	1
1	RIA512	A-060	Rialto Value Center	1515 Riverside Ave.	Rialto	OFFICE	1
1	RIA513	A-065	Carter HS Library	2630 N. Linden	Rialto	LIBRARY	1
1	RIA514	A-100	Head Start Program	1432 N. Willow Ave.	Rialto	SCHOOLS	1
1	RUN001	C-119	County Facility	Heaps Peak	Running Springs	COMM	1
1	RUN002	C-151	SWM-Heaps Peak Landfill	29750 State Highway 18	Running Springs	SANIT_DST	1
1	RUN003	C-160	SWM-Heaps Peak Landfill	29800 Heaps Peak Rd.	Running Springs	WASTE_SYS	1
1	RUN004	C-161	SWM-Heaps Peak Landfill	29800 Heaps Peak Rd.	Running Springs	WASTE_SYS	1
1	RUN005	C-121	Trans Flood (Yard ?)	1896 Wilderness Rd.	Running Springs	TRANS	1
1	RUN006	C-208	Running Springs Library	2677 Whispering Pines	Running Springs	OFFICE	1
1	RUN007	C-232	Trans Flood (Yard ?)	1896 Wilderness Rd.	Running Springs	TRANS	1
1	RUN502	C-073	COMM - Heaps Peak	Rack Space	Running Springs	COMM	1
1	RUN503	C-045	COMM - Keller Peak	Keller Peak	Running Springs	COMM	1
1	SAB001	D-129	New Hall of Records	222 W. Hospitality Ln.	San Bernardino	OFFICE	4
1	SAB002	D-102	SB - PSD Warehouse	1499 S. Tippecanoe Ave.	San Bernardino	STOR/WAREHS	1
1	SAB003	D-105	Facilities Management	200 S. Lena Rd.	San Bernardino	OFFICE	1
1	SAB004	D-219	Scientific Investigations	200 S. Lena Rd.	San Bernardino	MAINT	3
1	SAB005	D-132	County Coroner Building	175 S. Lena Rd.	San Bernardino	OFFICE	1
1	SAB006	D-441	General Services Bldg	777 E. Rialto Ave.	San Bernardino	OFFICE	3
1	SAB007	D-255	Central Detention Center	630 E. Rialto Ave.	San Bernardino	ADLT_DET	1
1	SAB008	D-501	Public Works	825 E. 3rd St.	San Bernardino	OFFICE	2
1	SAB009	D-503	Fleet Management	210 N. Lena Rd.	San Bernardino	OFFICE	1
1	SAB010	D-506	Fleet Management	210 N. Lena Rd.	San Bernardino	VEH_SVCS	1
1	SAB011	D-509	Trans Flood	210 N. Lena Rd.	San Bernardino	MAINT	1
1	SAB012	D-512	Vehicle Services	210 N. Lena Rd.	San Bernardino	STOR/WAREHS	1
1	SAB013	D-515	Vehicle Services	210 N. Lena Rd.	San Bernardino	OFFICE	1
1	SAB014	D-518	Transportation / Fleet	210 N. Lena Rd.	San Bernardino	STOR/WAREHS	1
1	SAB015	D-521	Vehicle Services / Survey	210 N. Lena Rd.	San Bernardino	STOR/WAREHS	1
1	SAB018	D-235	Vehicle Services	210 N. Lena Rd.	San Bernardino	OFFICE	1
1	SAB019	D-254	Sheriff - Headquarters	655 E. 3rd St.	San Bernardino	OFFICE	2
1	SAB020	D-128	Old Hall of Records	172 W. 3rd St.	San Bernardino	OFFICE	7
1	SAB024	D-119	District Attorney	316 N. Mtn View Ave.	San Bernardino	OFFICE	3
1	SAB025	D-116	Public Health - Annex	340 N. Mtn View Ave.	San Bernardino	OFFICE	1
1	SAB026	D-113	Public Defender - Central	364 N. Mtn View Ave.	San Bernardino	OFFICE	3
1	SAB027	D-126	Public Health - Admin	351 N. Mtn View Ave.	San Bernardino	OFFICE	4
1	SAB028	D-101	Central Courthouse	351 N. Arrowhead Ave.	San Bernardino	OFFICE	4

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	SAB029	D-104	County Courthouse Annex	351 N. Arrowhead Ave., T-Wing	San Bernardino	OFFICE	6
1	SAB030	D-111	Superblock Central Plant (Boiler)	351 N. Arrowhead Ave.	San Bernardino	MECH	1
1	SAB031	D-115	County Government Center	385 N. Arrowhead Ave.	San Bernardino	OFFICE	5
1	SAB032	D-114	Court Annex North / Probation	401 N. Arrowhead Ave.	San Bernardino	OFFICE	3
1	SAB033	D-100	Library Administration	104 W. 4th St.	San Bernardino	LIBRARY	2
1	SAB034	D-207	Mechanical Building for Library Admin	104 W. 4th St.	San Bernardino	MECH	1
1	SAB035	D-112	Civic Center Building	157-175 W. 5th St.	San Bernardino	OFFICE	5
1	SAB037	D-124	Superintendent of Schools	601 N. E St.	San Bernardino	SCHOOLS	1
1	SAB039	D-404	ISD - Main Office	670 E. Gilbert St.	San Bernardino	OFFICE	3
1	SAB041	D-203	ISD Mechanical Bldg	670 E. Gilbert St.	San Bernardino	MECH	1
1	SAB042	D-193	ISD Modular Bldg	670 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB043	D-248	RYEF Building	740 E. Gilbert St.	San Bernardino	HOUSING	1
1	SAB044	D-249	PREP Building	740 E. Gilbert St.	San Bernardino	HOUSING	1
1	SAB045	D-192	RYEF - Mechanical Bldg	740 E. Gilbert St.	San Bernardino	MECH	1
1	SAB046	D-374	CJH - Pump House - PRB	700 E. Gilbert St.	San Bernardino	MECH	1
1	SAB047	D-357	Behavioral Health Storage	700 E. Gilbert St.	San Bernardino	STOR/WAREHS	1
1	SAB048	D-191	Public Defender - File Storage	700 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB049	D-251	Behavioral Health Bldg 3	700 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB050	D-236	Behavioral Health Bldg. 4	700 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB051	D-250	Behavioral Health Bldg 5	700 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB052	D-190	Juvenile Court Behavior Health Svcs.	700 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB053	D-436	Public Defender Garden Ofc. 1	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB054	D-421	ISD - Garden Office No. 2	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB055	D-422	Public Defender - Central Investigations	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB056	D-423	Behavioral Health Garden Ofc. 4	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB057	D-424	Public Defender Garden Ofc. 5	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB058	D-425	Teddy Bear Tymes Garden Ofc. 6	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB059	D-426	Courts Garden Ofc. 7	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB060	D-427	Teddy Bear Tymes Garden Ofc. 8	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB061	D-428	Courts/DA Garden Ofc. 9	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB062	D-429	Courts Garden Ofc. 11	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB063	D-430	Garden Ofc - Carport 1	780 E. Gilbert St.	San Bernardino	AUTO	1
1	SAB064	D-435	Garden Ofc - Carport 2	780 E. Gilbert St.	San Bernardino	AUTO	1
1	SAB065	D-431	Garden Ofc - Carport 3	780 E. Gilbert St.	San Bernardino	AUTO	1
1	SAB066	D-432	Garden Ofc - Carport 4	780 E. Gilbert St.	San Bernardino	AUTO	1
1	SAB067	D-433	Garden Ofc - Carport 5	780 E. Gilbert St.	San Bernardino	AUTO	1
1	SAB068	D-434	Garden Ofc - Carport 6	780 E. Gilbert St.	San Bernardino	AUTO	1
1	SAB069	D-385	Office Bldg H	780 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB070	D-381	Chapel Building	780 E. Gilbert St.	San Bernardino	SPC_FAC	1
1	SAB071	D-360	Med Record Storage	780 E. Gilbert St.	San Bernardino	STOR/WAREHS	1
1	SAB072	D-362	Med Record Storage	780 E. Gilbert St.	San Bernardino	STOR/WAREHS	1

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1	SAB073A	D-365A	SAB - Storage	780 E. Gilbert St.	San Bernardino	STORAGE	1
1	SAB074	D-367	ISD - Central Imaging / Warehouse	840 E. Gilbert St.	San Bernardino	STOR/WAREHS	1
1	SAB080	D-392	Thrift Shop	780 E. Gilbert St.	San Bernardino	HOSPITAL	1
1	SAB084	D-355	DCS Trailer	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB085	D-455	Juv Dep Courts Trailer	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB087	D-448	CJH - Admin Bldg J-1	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB088	D-445	CJH - Juv Del Court Bldg I-1	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB089	D-449	CJH - Youth Justice Ctr	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB092	D-123	CJH - RYEF Classroom A (41)	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB093	D-127	CJH - RYEF Bldg C	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB094	D-130	CJH - Clinical Svcs D	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB095	D-133	CJH - South Classrooms E (38)	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB096	D-136	CJH - South Kitchen/Dining F (37)	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB097	D-447	CJH - Old Medical Bldg - PRB	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB099	D-125	CJH - RYEF Classroom B	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB101	D-165	CJH - Modular Classroom P	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB102	D-166	CJH - Modular Classroom Q (28)	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB103	D-167	CJH - Modular Classroom R (29)	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB104	D-168	CJH - Edu Admin Modular S	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB105	D-169	CJH - Restroom Modular T	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB114	D-141	CJH - Housing Unit 1[G]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB115	D-143	CJH - Housing Unit 2[H]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB116	D-144	CJH - Housing Unit 3[I]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB117	D-146	CJH - Housing Unit 4[J]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB118	D-147	CJH - Housing Unit 5[K]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB119	D-148	CJH - Housing Unit 6[L]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB120	D-149	CJH - Housing Unit 7[M]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB121	D-151	CJH - Housing Unit 8[N]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB122	D-164	CJH - Housing Unit 9[O]	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB146	D-204	Poison Preparation Center	777 E. Rialto Ave.	San Bernardino	OFFICE	1
1	SAB147	D-214	Sheriff Scientific Trailer A	200 S. Lena Rd.	San Bernardino	OFFICE	1
1	SAB148	D-215	Sheriff Scientific Trailer B	200 S. Lena Rd.	San Bernardino	OFFICE	1
1	SAB149	D-205	Children's Assessment Ctr	1499 S. Tippecanoe Ave.	San Bernardino	OFFICE	1
1	SAB150	D-206	E Vly Rsc Ctr - Phoenix Clinic	820 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB152	D-211	Juvenile Dependency Court	860 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB153	D-212	CJH-Classrm Mod 4A & 5A (5)	900 E. Gilbert St.	San Bernardino	JUV_DET	1
1	SAB154	D-110	DA Modular	900 E. Gilbert St.	San Bernardino	OFFICE	1
1	SAB155	D-222	Transportation Modular	210 N. Lena Rd.	San Bernardino	OFFICE	1
1	SAB156	D-225	303 Building	303 W. 3rd Street	San Bernardino	OFFICE	8
1	SAB157	D-231	SAB_Fire Station No. 75	2852 N. Macy St.	San Bernardino	FIRE_DST	1
1	SAB158	D-525	Fleet Mgmt Fuel Island	210 N. Lena Rd.	San Bernardino	AUTO	1

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1	SAB159	D-526	PW-FC/Trans Operations	210 N. Lena Rd.	San Bernardino	OFFICE	1
1	SAB160	D-196	HHW Training Classroom Bldg #3	2824 East W. St.	San Bernardino	TRAINING	1
1	SAB161	D-197	Work Release Trailer	2824 East W. St.	San Bernardino	FIRE_DST	1
1	SAB162	D-872	Sheriff Storage	777 E.Rialto Ave.	San Bernardino	ADLT_DET	1
1	SAB163	D-820	Metal Storage Facility	210 N. Lena Rd.	San Bernardino	STORAGE	1
1	SAB164	D-816	Restroom Modular at Motor Pool	210 N. Lena Rd.	San Bernardino	RESTROOM	1
1	SAB165	D-824	AWM Storage Modular	777 E. Rialto	San Bernardino	STORAGE	1
1	SAB166	D-828	SHR - Central Plant	655 E. 3rd St.	San Bernardino	MECH	1
1	SAB167	D-829	SHR - Automotive	655 E. 3rd St.	San Bernardino	VEH_SVCS	1
1	SAB502	D-003	DA, HSS, PH	606 E. Mill St.	San Bernardino	OFFICE	1
1	SAB504	D-005	DA, DCS	412 W. Hospitality Ln.	San Bernardino	OFFICE	1
1	SAB506	D-008	HSS Administration	150 S. Lena Rd.	San Bernardino	OFFICE	1
1	SAB508	D-010	Office of the Fire Marshall	620 E. St.	San Bernardino	FIRE_DST	1
1	SAB510	D-012	HSS Auditing/DCSPDU	825 E. Hospitality Ln.	San Bernardino	OFFICE	2
1	SAB511	D-013	Behavioral Health	8088 Palm Ln.	San Bernardino	OFFICE	1
1	SAB513	D-016	San Bernardino DAAS	686 E. Mill St.	San Bernardino	OFFICE	1
1	SAB515	D-019	San Bernardino PSD	1558 & 1584 W. Baseline Ave.	San Bernardino	PRESCH	1
1	SAB517	D-01F	Vector Control - PHL	2355 E. 5th St.	San Bernardino	OFFICE	1
1	SAB520	D-01R	San Bernardino TAD	2050 Massachusetts Ave.	San Bernardino	OFFICE	1
1	SAB521	D-01S	DA - Storage	298 S. Pershing Ave.	San Bernardino	STOR/WAREHS	1
1	SAB532	D-028	Public Health	799 E. Rialto Ave.	San Bernardino	OFFICE	1
1	SAB536	D-02E	Behavioral Health	201 W. Mill St.	San Bernardino	OFFICE	1
1	SAB545	D-02V	Public Health - WIC	1455 E. 3rd St.	San Bernardino	OFFICE	1
1	SAB546	D-02W	Public Health - WIC	1455 E. 3rd St.	San Bernardino	OFFICE	1
1	SAB558	D-055	Special Districts	SBIA - Bldg. 299	San Bernardino	OFFICE	1
1	SAB565	D-067	Public Health	515 N. Arrowhead Ave.	San Bernardino	OFFICE	1
1	SAB566	D-069	County Offices	505 N. Arrowhead Ave.	San Bernardino	OFFICE	1
1	SAB570	D-074	San Bernardino - Storage	322 S. Waterman Ave.	San Bernardino	STOR/WAREHS	1
1	SAB579	D-086	Sheriff	808 E. Mill St.	San Bernardino	OFFICE	1
1	SAB581	D-088	San Bernardino DCS	1504 Gifford Ave.	San Bernardino	STOR/WAREHS	1
1	SAB583	D-091	HSS - ITSD Personnel	834 Hardt St.	San Bernardino	OFFICE	1
1	SAB585	D-093	Probation	524 N. Mtn View Ave.	San Bernardino	OFFICE	1
1	SAB590	D-095	Sheriff	880 E. Mill St.	San Bernardino	OFFICE	1
1	SAB594	D-213	COMM - Little Mountain	Little Mountain	San Bernardino	COMM	1
1	SAB596	D-220	DCS - Carousel Mall	150 Carousel Mall - Suite 150	San Bernardino	OFFICE	1
1	SAB598	D-230	DCS - Carousel Mall	128 Carousel Mall - Suite 128	San Bernardino	OFFICE	1
1	SAB599	D-223	Courts Storage	780 W. Gifford Ave.	San Bernardino	STORAGE	1
1	SAB600	D-224	DPH - Carousel Mall	120 Carousel Mall - Suite 120	San Bernardino	OFFICE	1
1	SAB601	D-227	Fire Hazardous Materials	SBIA, Bldg. #763	San Bernardino	SPC_FAC	1
1	SAB602	D-137	SAB_SBIA Hanger 302	294 S. Leland Norton Way	San Bernardino	FIRE_DST	1
1	SAB603	D-229	SAB_SBIA Hanger 344	294 S. Leland Norton Way	San Bernardino	FIRE_DST	1

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1	SAB604	D-232	ACR Archives Storage	1808-D Commercecenter Dr. West	San Bernardino	STORAGE	1
1	SAB606	D-871	Misys Plaza	268 W. Hospitality Ln.	San Bernardino	OFFICE	2
1	SAB607	D-822	HSS Warehouse	1440 E. Cooley Ave.	San Bernardino	WAREHSE	1
1	SAB609	D-823	Preschool Services	662 S. Tippecanoe Ave.	San Bernardino	SCHOOLS	2
1	SAB610	D-825	SHR - SBIA Building 695	294 S. Leland Norton Way	San Bernardino	OFFICE	1
1	SAB611	D-827	PERC Offices	295 E. Caroline St.	San Bernardino	OFFICE	1
1	SAB612	D-873	Aging and Adult Services	24424 E. Monterey	San Bernardino	OFFICE	1
1	SAB614	D-875	PBD - North D. St.	255 North D. St.	San Bernardino	OFFICE	1
1	SAB615	D-876	PRB - Lena Rd.	250 N. Lena Rd.	San Bernardino	OFFICE	2
1	SAB616	D-877	TAD	265 E. 4th St.	San Bernardino	OFFICE	2
1	SAB617	D-878	WDD/EDD San Bernardino	658 E. Brier St.	San Bernardino	OFFICE	1
1	SAB618	M-009	PHL - PRP / ICEMA	247 S. Boyd St.	San Bernardino	OFFICE	1
1	SUG001	C-195	Sugarloaf Park	Maple Ln., Sugarloaf Park	Sugarloaf	DIS_PARK	1
1	SUG002	C-196	Sugarloaf Park	Maple Ln., Sugarloaf Park	Sugarloaf	DIS_PARK	1
1	SUG003	E-835	Sugarloaf Park	Maple Ln., Sugarload Park	Sugarloaf	DIS_PARK	1
1	SUM001	C-218	MRF_Park Office & Gate House	18395 SH 173	Summit	REGPK	1
1	SUM002	C-219	MRF_Admin/Ranger Residence Building	18395 SH 173	Summit	REGPK	1
1	SUM003	C-220	MRF_RV Utilities Bldg/Restroom U-1	18395 SH 173	Summit	REGPK	1
1	SUM004	C-221	MRF_RV Comfort Station Restroom C-1	18395 SH 173	Summit	REGPK	1
1	SUM005	C-222	MRF_Tent Campground Cmft Stn. Restroom C-2	18395 SH 173	Summit	REGPK	1
1	SUM006	C-223	MRF_Tent Campground Cmft Stn Restroom C-3	18395 SH 173	Summit	REGPK	1
1	SUM007	C-224	MRF_Tent Campground Ut Bldg/Restroom U-2	18395 SH 173	Summit	REGPK	1
1	SUM008	C-225	MRF_Tent Campground Cmft Stn Restroom C-4	18395 SH 173	Summit	REGPK	1
1	SUM009	C-226	MRF_Tent Campground Ut Bldg/Restroom U-3	18395 SH 173	Summit	REGPK	1
1	SUM010	C-227	MRF_Tent Campground Cmft Stn Restroom C-5	18395 SH 173	Summit	REGPK	1
1	SUM011	C-228	MRF_Equestrian Cmft Stn Restroom C-6	18395 SH 173	Summit	REGPK	1
1	SUM012	C-229	MRF_Pump House	18395 SH 173	Summit	REGPK	1
1	SUM013	C-230	MRF_Rock House C-4	18395 SH 173	Summit	REGPK	1
1	SUM014	C-231	MRF_Riverside Rock House Ruins	18395 SH 173	Summit	REGPK	1
1	TWI001	C-150	Twin Peaks Courthouse	26010 SH-189	Twin Peaks	OFFICE	2
1	VIC001	C-102	Victorville Courthouse	14455 Civic Dr.	Victorville	OFFICE	1
1	VIC003	C-114	Victor Elementary School	15579 8th St.	Victorville	ECD	1
1	VIC005	C-106	MN_Entrance Station	18000 Yates Rd.	Victorville	REGPK	1
1	VIC006	C-107	MN_Boat House	18000 Yates Rd.	Victorville	REGPK	1
1	VIC007	C-108	MN_Park Office & Maintenance	18000 Yates Rd.	Victorville	REGPK	1
1	VIC009	C-855	VIC_Fire Station No. 37	13782 El Evada Rd.	Victorville	FIRE_DST	1
1	VIC010	C-110	ECD	15421 Village Dr.	Victorville	ECD	1
1	VIC021	C-206	Victorville Sheriff	14455 Civic Dr.	Victorville	STORAGE	1
1	VIC022	C-209	MN_RV Campground Restroom	18000 Yates Rd.	Victorville	REGPK	1
1	VIC023	C-210	MN_North Campground Restroom	18000 Yates Rd.	Victorville	REGPK	1
1	VIC024	C-211	MN_North Horseshoe Shelter #1	18000 Yates Rd.	Victorville	REGPK	1



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1	VIC025	C-212	MN_North Horseshoe Shelter #2	18000 Yates Rd.	Victorville	REGPK	1
1	VIC026	C-213	MN_Middle Horseshoe Shelter #3	18000 Yates Rd.	Victorville	REGPK	1
1	VIC027	C-214	MN_Middle Horseshoe Shelter #4	18000 Yates Rd.	Victorville	REGPK	1
1	VIC028	C-215	MN_Pelican Lake Restroom	18000 Yates Rd.	Victorville	REGPK	1
1	VIC029	C-216	MN_Pelican Lake Shelter #5	18000 Yates Rd.	Victorville	REGPK	1
1	VIC032	C-241	MN_Restroom-Shower Area A	18000 Yates Rd.	Victorville	REGPK	1
1	VIC033	C-242	MN_Picnic Shelter	18000 Yates Rd.	Victorville	REGPK	1
1	VIC034	M-007	VIC Fire Station No. 16	11817 Anaconda	Victorville	FIRE_DST	1
1	VIC502	C-005	Victorville TAD	12219 Second St.	Victorville	OFFICE	1
1	VIC507	C-012	Victorville DCS	15480 Ramona Ave.	Victorville	OFFICE	1
1	VIC511	C-018	Victorville PSD	15309 & 15321 Anacapa	Victorville	PRESCH	1
1	VIC513	C-020	Victorville-Offices	15456 Sage St.	Victorville	OFFICE	1
1	VIC520	C-032	Sunset Park Office Bldg	13911 Park Ave.	Victorville	OFFICE	1
1	VIC529	C-050	Victorville DAAS/PERC	17270 Bear Valley Rd.	Victorville	OFFICE	1
1	VIC532	C-065	VV County Offices	15505 Civic Dr.	Victorville	OFFICE	1
1	VIC540	C-059	Victorville DCSS	15400 Civic Dr.	Victorville	OFFICE	2
1	VIC545	C-900	Employee Health & Wellness Center	17330 Bear Valley Rd.	Victorville	OFFICE	1
1	VIC547	C-902	District Attorney	15371 Civic Dr.	Victorville	OFFICE	1
1	VIC548	C-903	Fire Station No. 22	12550 Jacaranda Ave.	Victorville	FIRE_DST	1
1	VIC549	C-904	Fire Station No. 22 Apparatus Bay	12550 Jacaranda Ave.	Victorville	FIRE_DST	1
1	WRI007	B-850	Wrightwood Park	6000 Cedar St.	Wrightwood	DIS_PARK	1
1	WRI008	B-851	Wrightwood Park	6000 Cedar St.	Wrightwood	DIS_PARK	1
1	WRI502	B-007	Wrightwood Library	6011 Pine Dr.	Wrightwood	LIBRARY	1
1	WRI503	B-002	Sheriff	1270 Irene Dr.	Wrightwood	SUB-STATION	1
1	YPA001	D-651	Sheriff	34282 Yucaipa Blvd.	Yucaipa	SUB-STATION	2
1	YPA002	D-118	Yucaipa Library	12040 5th St.	Yucaipa	LIBRARY	1
1	YPA003	D-609	Mousley Museum	35308 Panorama Dr.	Yucaipa	MUSEUM	1
1	YPA004	D-670	Adobe Museum Office	32183 Kentucky St.	Yucaipa	MUSEUM	1
1	YPA005	D-672	Adobe Museum Garage	32183 Kentucky St.	Yucaipa	MUSEUM	1
1	YPA006	D-671	Adobe Museum Storage	32183 Kentucky St.	Yucaipa	MUSEUM	1
1	YPA007	D-665	Trans Flood (Yard 6)	11377 2nd St.	Yucaipa	TRANS	1
1	YPA008	D-664	Trans Flood (Yard 6)	11377 2nd St.	Yucaipa	TRANS	1
1	YPA009	D-117	YPA_Park Office & Maintenance	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA010	D-152	YPA_Entrance Station	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA011	D-153	YPA_Snack Bar	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA012	D-154	YPA_Lifeguard and First Aid	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA013	D-162	YPA_Group Tent Restroom 1	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA014	D-160	YPA_Group Shelter Restroom 2	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA015	D-161	YPA_South RV Cmpgrnd Restroom 3	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA016	D-156	YPA_Lower Lake Restroom 4	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA017	D-163	YPA_North RV Cmpgrnd Restroom 5	33900 Oak Glen Rd.	Yucaipa	REGPK	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
1	YPA018	D-159	YPA_Middle Lake Restroom 6	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA019	D-158	YPA_Upper Lake Restroom 7	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA020	D-157	YPA_Slide Overlook Restroom 8	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA021	D-155	YPA_Middle Lake Overlook Restroom 9	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA023	D-855	Spcl Dst - Community Ctr	Oak Glen Rd & Swedlow Trail	Yucaipa	DIS_PARK	1
1	YPA024	D-870	Spcl Dst - RR	Oak Glen Rd & Swedlow Trail	Yucaipa	DIS_PARK	1
1	YPA025	D-673	YPA_Reg Pk Shelter	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA026	D-674	YPA_Reg Pk Shade	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA027	D-675	YPA_Reg Pk Shade	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA028	D-456	YPA_Swim Area Restroom Bldg	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA029	D-457	YPA_Maintenance Bldg Storage	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA030	D-458	YPA_Tent Group Shelter A (South)	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA031	D-459	YPA_Tent Group Shelter B (Middle)	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA032	D-460	YPA_Tent Group Shelter C (North)	33900 Oak Glen Rd.	Yucaipa	REGPK	1
1	YPA501	D-062	Yucaipa PSD	12236 California St.	Yucaipa	PRESCH	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
2	29P001	E-130	29 Palms Library	6078 Adobe Road	29 Palms	LIBRARY	1
2	29P003	E-136	SWM-29P Landfill	7501 Pinto Mountain Rd.	29 Palms	WASTE_SYS	1
2	29P005	E-165	Trans Flood (Yard 10)	5595 Smoke Tree Ave.	29 Palms	TRANS	1
2	29P006	E-168	Trans Flood (Yard 10)	5595 Smoke Tree	29 Palms	TRANS	1
2	29P007	E-170	Trans Flood (Yard 10)	5595 Smoke Tree	29 Palms	TRANS	1
2	29P008	E-171	Trans Flood (Yard 10)	73663 Manana St.	29 Palms	TRANS	1
2	29P009	E-166	Trans Flood (Yard 10)	73663 Manana St.	29 Palms	TRANS	1
2	29P010	E-140	Airport Administration Building	78569 Twentynine Palms Hwy	29 Palms	AIRPORT	1
2	29P011	E-123	29 Palms Airport Hangar	78569 Twentynine Palms Hwy	29 Palms	AIRPORT	1
2	29P012	E-006	29P_Fire Station No. 119	80526-A Amboy Rd.	29 Palms	FIRE_DST	1
2	29P013	E-030	29P FS 120 Apparatus Bay	87670 Amboy Rd.	29 Palms	FIRE_DST	1
2	29P501	E-010	Preschool Services	71409 Twentynine Palms Hwy	29 Palms	PRESCH	1
2	29P502	E-013	Public Health - WIC	6527 Desert Queen	29 Palms	OFFICE	1
2	29P503	E-019	Twentynine Palms TAD	73629 Sun Valley Dr.	29 Palms	OFFICE	1
2	29P504	E-011	COMM - Donnell Hill	73195 Cactus Rd.	29 Palms	COMM	1
2	APP015	C-201	HDJDC_Building 1 Dorm	21101 Dale Evans Pkwy	Apple Valley	JUV_DET	1
2	APP016	C-202	HDJDC_Building 2 Dorm	21101 Dale Evans Pkwy	Apple Valley	JUV_DET	1
2	APP017	C-203	HDJDC_Building 3 Admin	21101 Dale Evans Pkwy	Apple Valley	JUV_DET	1
2	APP018	C-204	HDJDC_Building 4 Dorm	21101 Dale Evans Pkwy	Apple Valley	JUV_DET	1
2	APP019	C-205	HDJDC_Building 5 Classroom	21101 Dale Evans Pkwy	Apple Valley	JUV_DET	1
2	APP025	C-243	HDJDC - Probation	21101 Dale Evans Pkwy	Apple Valley	JUV_DET	1
2	BAK001	K-118	Sheriff	56755 Park Ave.	Baker	SUB-STATION	1
2	BAK002	K-121	Sheriff	56778 Park Rd.	Baker	SUB-STATION	1
2	BAK006	K-119	Trans Flood (Yard 14)	56765 Park Ave.	Baker	HOUSING	1
2	BAK007	K-122	BAK_Fire Station No. 153	72734 Baker Blvd.	Baker	FIRE_DST	1
2	BAK501	K-002	COMM - Turquoise Mountain	Turquoise Mountain	Baker	COMM	1
2	BAK509	K-104	Sheriff	56755 Park Rd.	Baker	SUB-STATION	1
2	BAK510	K-101	Baker County Offices	72730 Baker Blvd.	Baker	OFFICE	1
2	BAK511	K-003	COMM - Baker	45001 Afton Canyon Rd.	Baker	COMM	1
2	BAR001	I-103	Sheriff / Jail	225 E. Mtn View Ave.	Barstow	SUB-STATION	1
2	BAR002	I-105	Barstow Courthouse	235 E. Mtn View Ave.	Barstow	OFFICE	2
2	BAR003	I-101	Barstow County Offices	301 E. Mtn View Ave.	Barstow	OFFICE	1
2	BAR004	I-102	Public Health	303 E. Mtn View Ave.	Barstow	OFFICE	1
2	BAR005	I-106	County Building	200 E. Buena Vista	Barstow	OFFICE	1
2	BAR006	I-110	County Building	210 E. Buena Vista	Barstow	OFFICE	2
2	BAR007	I-107	Superintendent of Schools	220 E. Buena Vista	Barstow	SCHOOLS	1
2	BAR008	I-108	Barstow Library	304 E. Buena Vista	Barstow	LIBRARY	1
2	BAR010	I-100	CSA40 - Elephant Mountain	610 E. Main St.	Barstow	OFFICE	1
2	BAR011	I-114	SWM-Barstow Landfill	32553 Barstow Rd.	Barstow	WASTE_SYS	1
2	BAR012	I-715	SWM-Barstow Landfill	32553 Barstow Rd.	Barstow	WASTE_SYS	1
2	BAR013	I-111	Trans Flood (Yard 12)	29802 SH 58	Barstow	TRANS	1

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2	BAR014	I-115	Trans Flood (Yard 12)	29802 SH 466	Barstow	TRANS	1
2	BAR015	I-112	Trans Flood (Yard 12)	29802 SH 466	Barstow	TRANS	1
2	BAR016	I-113	Trans Flood (Yard 12)	29802 SH 466	Barstow	TRANS	1
2	BAR017	I-117	Trans Flood (Yard 12)	29802 SH 466	Barstow	TRANS	1
2	BAR018	I-135	COMM - Flash II - Comm Tower	NE of Irwin Rd / Bishop Rd Intersection	Barstow	COMM	1
2	BAR019	I-136	COMM - Flash II - Equipment Building	NE of Irwin Rd / Bishop Rd Intersection	Barstow	COMM	1
2	BAR020	I-137	COMM - Flash II - Generator	NE of Irwin Rd / Bishop Rd Intersection	Barstow	COMM	1
2	BAR038	I-128	Public Health WIC	301 E. Mtn View Ave.	Barstow	OFFICE	1
2	BAR501	I-013	Barstow TAD	1300 E. Mtn View Ave.	Barstow	OFFICE	1
2	BAR503	I-005	Behavioral Health	805 E. Mtn View Ave.	Barstow	OFFICE	1
2	BAR504	I-006	Preschool Services	25757 Agate Rd.	Barstow	PRESCH	1
2	BAR506	I-014	Barstow DCS	170 N. Yucca Ave.	Barstow	OFFICE	1
2	BAR508	I-004	COMM - Rodman Mountain	Rodman Mountain	Barstow	COMM	1
2	BAR509	I-017	Barstow DAAS	536 E. Virginia Way	Barstow	OFFICE	1
2	BAR511	I-018	COMM - Calico Peak	Calico Peak	Barstow	COMM	1
2	BGL503	C-058	COMM - Bertha Peak	Bertha Peak	Big Bear Lake	COMM	1
2	BGL504	E-114	COMM - Onyx Peak	Onyx Peak	Onyx Peak	COMM	1
2	BGL505	E-102	COMM - Contel Communications Onyx Peak	Onyx Peak	Big Bear Lake	COMM	1
2	BGL506	E-115	COMM - Onyx Peak Station No. 2	Onyx Peak	Big Bear Lake	COMM	1
2	BGR500	F-003	Big River Transportation Yard	7120 Tecumseh Ave.	Big River	TRANS	1
2	DAG001	H-776	Old Stone Hotel Museum	Santa Fe St. (P.O. Box 135)	Daggett	MUSEUM	1
2	DAG003	H-709	Building No. 2 - Nose Dock	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG004	H-699	Building No. 10 - Storage	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG007	H-705	Building No. 6 - Hangar	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG008	H-704	Building No. 7 - Hangar	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG009	H-703	Building No. 8 - Hangar	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG010	H-712	Building No. 9 - Hangar	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG012	H-726	Building No. 10 - Warehouse	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG013	H-750	Quarters No. 750	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG014	H-708	Building No. 1 - Nose Dock	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG015	H-716	Well House No. 1	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG016	H-717	Well House No. 2	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG017	H-718	Well House No. 3	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG018	H-720	Pump Station	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG019	H-775	Old Sewage Building	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG020	H-723	Storage Building	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG021	H-724	Storage Building	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG022	H-725	Storage Building	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG023	H-749	Recreation Building	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG025	H-783	Garage Quarters No. 41	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG026	H-784	Garage Quarters No. 43	39500 National Trail Hwy.	Daggett	AIRPORT	1

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2	DAG028	H-786	Garage Quarters No. 42	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG029	H-787	Garage Quarters No. 44	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG030	H-788	Garage Quarters No. 47	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG031	H-789	Garage Quarters No. 48	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG032	H-790	Garage Quarters No. 49	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG034	H-641	Quarters No. 41	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG035	H-642	Quarters No. 42	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG036	H-643	Quarters No. 43	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG037	H-644	Quarters No. 44	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG038	H-646	Quarters No. 46	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG039	H-647	Quarters No. 47	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG040	H-648	Quarters No. 48	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG041	H-649	Quarters No. 49	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG042	H-650	Quarters No. 50	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG043	H-651	Quarters No. 51	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG044	H-652	Quarters No. 52	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG045	H-653	Quarters No. 53	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG046	H-654	Quarters No. 54	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG047	H-655	Quarters No. 55	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG048	H-656	Quarters No. 56	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG049	H-657	Quarters No. 57	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG050	H-658	Quarters No. 58	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG051	H-659	Quarters No. 59	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG052	H-660	Quarters No. 60	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG053	H-104	Quarters No. 61	39500 National Trail Hwy.	Daggett	AIRPORT	1
2	DAG054	H-109	Airports - Barstow/Dagget	39500 National Trails Hwy	Daggett	OFFICE	1
2	DAG055	H-110	Admin / Terminal Building	39500 National Trails Hwy	Daggett	AIRPORT	1
2	HAV002	F-106	Parker Strip Fire Station No. 21	51800 Parker Dam Rd.	Earp	FIRE_DST	1
2	HAV501	F-001	HAV_Fire Station No. 118	148808 Havasu Lake Road	Havasus Lake	FIRE_DST	1
2	HEL001	I-109	HEL_Fire Station No. 4	27089 Helendale Rd.	Helendale (Silver Lakes)	FIRE_DST	1
2	HEL002	I-827	HEL_Fire Station No. 46	39059 Kathy Lane	Helendale (Silver Lakes)	FIRE_DST	1
2	HIN001	I-716	SWM-Hinckley Landfill	37751 Lenwood	Hinkley	WASTE_SYS	1
2	HIN002	I-720	HIN_Fire Station No. 125	21277 Acacia	Hinkley	FIRE_DST	1
2	HIN003	I-723	Hinkley Senior Center	35997 Mountain View Rd.	Hinkley	ECD	1
2	HIN005	I-724	HIN_Fire Station No. 125	37284 Flower St.	Hinkley	FIRE_DST	1
2	JOH500	E-863	JOH Fire Station 43	50567 Quail Bush Rd	Johnson Valley	FIRE_DST	1
2	JOS001	E-192	Joshua Tree Courthouse	6527 White Feather Rd.	Joshua Tree	OFFICE	1
2	JOS003	E-802	JOS_Fire Station No. 35	6562 Sierra Ave.	Joshua Tree	FIRE_DST	1
2	JOS004	E-806	JOS_Fire Station No. 36	6715 Park Blvd.	Joshua Tree	FIRE_DST	1
2	JOS005	E-840	JOS_Fire Station No. 36	6715 Park Blvd	Joshua Tree	FIRE_DST	1
2	JOS006	E-841	Joshua Tree Park Dist	6617 Easterly Dr.	Joshua Tree	DIS_PARK	1

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2	JOS007	E-846	Joshua Tree Park Dist	6617 Easterly Dr.	Joshua Tree	DIS_PARK	1
2	JOS008	E-839	Joshua Tree Park Dist	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS009	E-843	Joshua Tree Park Dist	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS010	E-844	Joshua Tree Park Dist	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS011	E-856	Joshua Tree Park Dist	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS012	E-184	Joshua Tree Park Dist	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS013	E-124	Joshua Tree Sheriff	6527 White Feather Rd.	Joshua Tree	OFFICE	1
2	JOS014	E-125	Joshua Tree Sheriff	6527 White Feather Rd.	Joshua Tree	OFFICE	1
2	JOS015	E-857	Joshua Tree Park District	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS016	E-858	Joshua Tree Park District	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS017	E-859	Joshua Tree Park District	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS018	E-860	Joshua Tree Park District	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS019	E-861	Joshua Tree Park District	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS020	E-862	Joshua Tree Park District	6171 Sunburst Ave.	Joshua Tree	DIS_PARK	1
2	JOS502	E-008	Public Health	63532 Twentynine Palms Hwy	Joshua Tree	OFFICE	1
2	JOS504	E-012	Joshua Tree Library	6465 Park Blvd.	Joshua Tree	LIBRARY	1
2	JOS505	E-021	Joshua Tree PSD	6334 Rotary Way	Joshua Tree	PRESCH	1
2	JOS508	E-116	Trans Flood (Yard ?)	62499 Twentynine Palms Hwy	Joshua Tree	TRANS	1
2	JOS509	E-126	JOS Fire Station 44	65430 Winters Rd	Joshua Tree	FIRE_DST	1
2	JOS900	M-012	Joshua Tree Courtroom Expansion	6527 Whitefeather Rd.	Joshua Tree	COURT	1
2	LND001	E-144	SWM-Landers Landfill	59200 Winter Rd.	Landers	WASTE_SYS	1
2	LND002	E-157	LND_Fire Station No. 19	55481 Jessie Rd.	Landers	FIRE_DST	1
2	LND003	E-020	Goat Mountain Water Dist	975 Landers Ln.	Landers	WATER_DST	1
2	LND004	E-118	Goat Mountain Water Dist	820 Landers Ln.	Landers	WATER_DST	1
2	LND005	E-119	Goat Mountain Water Dist	820 Landers Ln.	Landers	WATER_DST	1
2	LND006	E-120	Goat Mountain Water Dist	820 Landers Ln.	Landers	WATER_DST	1
2	LND007	E-121	Goat Mountain Water Dist	820 Landers Ln.	Landers	WATER_DST	1
2	LND008	E-122	Goat Mountain Water Dist	820 Landers Ln.	Landers	WATER_DST	1
2	LUC001	C-188	Lucerne Vly Library	33103 Old Woman Springs Rd.	Lucerne Valley	LIBRARY	1
2	LUC002	C-825	LUC_Fire Station No. 112	10575 Dido Rd.	Lucerne Valley	FIRE_DST	1
2	LUC003	C-815	CSA 29 - Pioneer Park	10575 Dido Ave.	Lucerne Valley	DIS_PARK	1
2	LUC004	C-189	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC005	C-805	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC006	C-821	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC007	C-822	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC008	C-823	CSA 29 - Pioneer Park Restroom	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC009	C-824	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC010	C-826	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC011	C-827	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC012	C-838	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1
2	LUC013	C-840	CSA 29 - Pioneer Park	33201 Old Woman Springs Rd.	Lucerne Valley	DIS_PARK	1

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2	LUC014	C-199	LUC_Fire Station No. 111	33269 Old Woman Springs Rd.	Lucerne Valley	FIRE_DST	1
2	LUC505	C-054	Lucerne Valley Sheriff	32818 Verdugo Rd.	Lucerne Valley	SUB-STATION	1
2	NEE002	G-102	Needles Courthouse and Sheriff	1111 Bailey Ave.	Needles	SUB-STATION	1
2	NEE004	G-120	Needles County Offices	1111 Bailey Ave.	Needles	OFFICE	1
2	NEE005	G-119	Needles Library	1111 Bailey Ave.	Needles	LIBRARY	1
2	NEE006	G-104	Airport	10 Airport Rd.	Needles	HOUSING	1
2	NEE007	G-109	Trans Flood (Yard 15)	5 Airport Rd.	Needles	TRANS	1
2	NEE008	G-116	Building No. 1 - Administration	711 Airport Rd.	Needles	AIRPORT	1
2	NEE009	G-111	Building No. 2 - Lounge / Admin	711 Airport Rd.	Needles	AIRPORT	1
2	NEE010	G-112	Building No. 3 - Flight School	711 Airport Rd.	Needles	AIRPORT	1
2	NEE012	G-114	Building No. 5 - Power Vault	711 Airport Rd.	Needles	AIRPORT	1
2	NEE013	G-115	Building No. 6 - Storage/Warehouse	711 Airport Rd.	Needles	AIRPORT	1
2	NEE014	G-110	Building No. 7 - Hangar	711 Airport Rd.	Needles	AIRPORT	1
2	NEE015	G-101	Sheriff - Moabi Reg Pk	1 Park Moabi Rd.	Needles	SUB-STATION	1
2	NEE016	G-145	Sheriff - Moabi Reg Pk	1 Park Moabi Rd.	Needles	SUB-STATION	1
2	NEE017	G-117	MB_MH Rec Hall & Restroom	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE018	G-130	MB_Launch Parking Rplmnt Restroom	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE019	G-133	MB_MH Laundry & Restroom	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE020	G-134	MB_Park Moabi Marina	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE021	G-136	MB_Pump House	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE022	G-139	MB_Sewage Station	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE023	G-150	MB_Peninsula RO Sanitation Facility	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE024	G-800	MB_Residence	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE025	G-005	Transportation - Yard 15	5 Airport Rd.	Needles	STORAGE	1
2	NEE026	G-151	Needles Sheriff Carport	1111 Bailey Ave.	Needles	AUTO	1
2	NEE027	G-152	MB_Maintenance & Former Fire Bldg	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE028	G-153	MB_Gate House	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE029	G-154	MB_Marina Restroom	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE031	G-156	MB_Boater's Beach Restroom	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE032	G-157	MB_Peninsula Restroom S1 #1	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE033	G-158	MB_Peninsula Restroom S3 #2	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE034	G-159	MB_Peninsula Restroom S5 #3	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE035	G-160	MB_Peninsula Restroom S7 #4	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE036	G-161	MB_Peninsula Restroom S10 #5	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE037	G-162	MB_Peninsula Restroom S13 #6	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE038	G-163	MB_Peninsula Restroom S15 #7	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE040	G-165	MB_Beach Group Shelter	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE041	G-166	MB_Beach Ramad Shelter #1 East	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE042	G-167	MB_Beach Ramada Shelter #2	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE043	G-168	MB_Beach Ramada Shelter #3	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE044	G-169	MB_Beach Ramada Shelter #4	1 Park Moabi Rd.	Needles	REGPK	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
2	NEE045	G-170	MB_Beach Ramada Shelter #5	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE046	G-171	MB_Beach Ramada Shelter #6	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE047	G-172	MB_Beach Ramada Shelter #7	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE048	G-173	MB Campground RR South	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE049	G-174	MB Campground RR South	1 Park Moabi Rd.	Needles	REGPK	1
2	NEE501	G-056	Public Health	1406 Bailey Ave.	Needles	OFFICE	1
2	NEE502	G-057	Needles HSS	1300 Bailey Ave.	Needles	OFFICE	1
2	NEE509	G-007	NEE Fire Station 34	1 Park Moabi Rd	Needles	FIRE_DST	1
2	NEW001	H-102	CSA 70	Newberry Rd.	Newberry Springs	WATER_DST	1
2	PIO001	E-705	PIO_Fire Station No. 38	5380 Mountain View Ln.	Pioneertown	FIRE_DST	1
2	QTZ002	I-119	COMM - Quartz Mountain Radio Relay Bldg	Radio Relay Building	Quartzite Mountain	COMM	1
2	RAD501	J-001	COMM - Government Peak	Government Peak	Randsburg	COMM	1
2	SAB552	D-038	COMM - Goffs Butte	Rack Space	San Bernardino	COMM	1
2	TRO001	J-106	Sheriff	13215 Market Ave.	Trona	SUB-STATION	1
2	TRO002	J-125	Public Health	13205 Market Ave.	Trona	OFFICE	1
2	TRO003	J-102	Trona Library	82805 Mtn View St.	Trona	LIBRARY	1
2	TRO004	J-105	Sheriff	13996 Pine St.	Trona	HOUSING	1
2	TRO005	J-130	Trans Flood (Yard 13) - Garage	80311 Trona Rd.	Trona	TRANS	1
2	TRO006	J-131	Trans Flood (Yard 13) - Office	80311 Trona Rd.	Trona	TRANS	1
2	TRO007	J-132	Trans Flood (Yard 13) - Residence	80311 Trona Rd.	Trona	TRANS	1
2	TRO008	J-135	Trans Flood (Yard 13) - Storage	80311 Trona Rd.	Trona	TRANS	1
2	TRO009	J-701	TRO_Fire Station No. 127	83732 Trona Rd.	Trona	FIRE_DST	1
2	TRO010	J-715	County Fire	Athol St.	Trona	FIRE_DST	1
2	TRO015	J-137	TRO_Fire Station No. 127 - Storage	83732 Trona Rd	Trona	FIRE_DST	1
2	TRO016	J-138	Sheriff Residence	84749 Searles Rd.	Trona	HOUSING	1
2	TRO017	J-139	Sheriff Residence	14116 Hemlock	Trona	HOUSING	1
2	WON001	E-903	WON_Fire Station No. 119	80526 Amboy Rd.	Wonder Valley	FIRE_DST	1
2	WON002	E-904	Wonder Valley Fire Dist	Amboy Rd., E. of Chadwick	Wonder Valley	FIRE_DST	1
2	YER003	H-283	CGT_Manager's Residence (27)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER004	H-200	CGT_Park Office Dwelling #1 (2)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER005	H-201	CGT_Park Office Shed #1A (2a)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER006	H-202	CGT_Sloan & Mosley Saloon - Part Lil's Saloon	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER007	H-101	CGT_Calico Wood Works # (3)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER009	H-206	CGT_Calico Barber Shop & Bath House #6 (15)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER010	H-207	CGT_Assay Office & Calico Rock Shop #7 (19 & 20)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER011	H-208	CGT_Popcorn Wagon No. 1 #8 (21)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER012	H-209	CGT_C&H Smelter #9 (22)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER013	H-203	CGT_Lane's Gen Store/Best of the West Photo	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER014	H-211	CGT_Old Calico School House #11 (28)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER015	H-212	CGT_Residence #2 (29)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER016	H-213	CGT_Residence #3 (33)	36600 Ghost Town Rd.	Yermo	REGPK	1



ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
2	YER017	H-205	CGT_Calico Print Shop (#14)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER018	H-263	CGT_Jail (16) & Pole Cat Petes-Gunfighting Stage	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER019	H-217	CGT_Morgan Wagon Shop - Part 1890s Candle Shop	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER020	H-219	CGT_Jail #19-Part of 1890s Candle Shop (53)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER021	H-220	CGT_Well Fargo #20-Part Lil's Saloon (50)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER022	H-222	CGT_Old Undertakers Bldg-Calico Pottery Shop(40)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER023	H-223	CGT_Calico Leather Works #23 (60)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER024	H-224	CGT_Calico Bottle Shop #24 (38)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER025	H-225	CGT_Cosmopolitan Rms-Spice/Sweets Shop #25 (37)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER026	H-249	CGT_Old Miner's Cafe (#25)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER027	H-226	CGT_NeedlePoint-Artisan Shop (9)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER028	H-227	CGT_Hyena House - Residence #4 (35)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER029	H-230	CGT_Calico Doll House #30 (45)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER030	H-231	CGT_Hank's Hotel #31 (43)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER031	H-232	CGT_Calico Bottle House #32 (46)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER032	H-233	CGT_Calico Rock House #33 (47)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER033	H-234	CGT_Shaft House No. 2 #5 (34)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER034	H-235	CGT_Park Office Rear Shack #35 (2b)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER035	H-237	CGT_Calico & Odessa Railroad Depot #37 (49)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER036	H-238	CGT_Chloride Andy's Shack #38 (53b)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER037	H-239	CGT_Shack #39 (53A)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER038	H-240	CGT_Railroad Loop Shack #40 (49A)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER039	H-242	CGT_China Town #42 (51)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER040	H-243	CGT_Lower Town Restroom #43 (59)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER041	H-244	CGT_Upper Town Barn and Livery Stage #44 (26)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER042	H-221	CGT_Zenda Bldg (#44)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER043	H-246	CGT_Silver Bowl Stage & Dressing Rms #45 (54)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER044	H-236	CGT_Maggie's Mine (#48)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER045	H-218	CGT_Lil's Saloon & Patio #49 (50)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER046	H-250	CGT_Red House Residence #50 (63)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER047	H-251	CGT_Calico House Restaurant #51 (58)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER048	H-228	CGT_Calico Stage Line Bldg (#52)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER049	H-252	CGT_Ruins Part of China Town Ruins (51) South	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER050	H-216	CGT_1890's Candle Shop (#53)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER051	H-253	CGT_Brunt Runis Part of China Town Ruins (51) So	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER052	H-254	CGT_Tunnel Exit House-Maggie' Mine (48b)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER053	H-255	CGT_Haunted House-Mystery Shack (39)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER054	H-105	CGT_Lucy Lane's House & Museum (56)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER055	H-256	CGT_Bucket Brigade Main Street Display	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER056	H-103	CGT_Old Calico Fire House - Fire Engine Bldg(62)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER057	H-214	CGT_Old Calico Fire Hall (57)	36600 Ghost Town Rd.	Yermo	REGPK	1

ZONE	BldCode	OldCode	BldName	Address	City	FuncCode	NumFloors
2	YER058	H-257	CGT_Popcorn Wagon No.2 #57 (24)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER059	H-258	CGT_Maintenance Bldg Liquid Gasoline Tank (30B)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER060	H-259	CGT_Pump House - Old Well & Tank #59 (32)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER062	H-261	CGT_Shop Building #61 (30)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER063	H-262	CGT_Ice Cream Storage Shack #62 (25A)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER064	H-264	CGT_Drug Store Exhibit-R&D Fossil (18)-Part Rock	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER065	H-270	CGT_Bus Greeters Security Shack #70 (61)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER067	H-300	CGT_Fire Hall - Grannys Calico Crafts #100 (1)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER068	H-301	CGT_Campground O Restroom #101 (67)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER070	H-106	CGT_Basket & Candle - Boot & Saddle Repair Shop	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER071	H-107	CGT_Calico Shooting Gallery (55)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER072	H-108	CGT_Upper Town Restroom	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER074	H-304	CGT_Calico Gold Panning	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER075	H-305	CGT_Main Street Tram Stop	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER076	H-306	CGT_Tram Ticket Booth & Lower Landing	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER077	H-307	CGT_Calico Entry Station	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER078	H-308	CGT_Block Mini Bunk House	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER079	H-309	CGT_Bunk House	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER080	H-310	CGT_Dome House	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER081	H-311	CGT_Campground E/F Restroom	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER082	H_312	CGT_Camping Cabin 1 (69)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER083	H-313	CGT_Camping Cabin 2 (69)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER084	H-314	CGT_Camping Cabin 3 (69)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER085	H-315	CGT_Camping Cabin 4 (69)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER086	H-316	CGT_Camping Cabin 5 (69)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YER087	H-317	CGT_Camping Cabin 6 (69)	36600 Ghost Town Rd.	Yermo	REGPK	1
2	YVL001	E-701	YVL_Fire Station No. 121	57201 Twentynine Palms Hwy	Yucca Valley	FIRE_DST	1
2	YVL002	E-702	YVL_Fire Station No. 122	58612 Aberdeen Dr.	Yucca Valley	FIRE_DST	1
2	YVL501	E-002	Yucca Valley DCS	56311 Pima Trail	Yucca Valley	OFFICE	1
2	YVL503	E-004	YVL TAD/ESP/WIC	56357 Pima Trail	Yucca Valley	OFFICE	1
2	YVL506	E-095	Yucca Valley Library	57098 Twentynine Palms Hwy	Yucca Valley	LIBRARY	1
2	YVL507	E-015	South Desert Office	57485 Aviation Dr.	Yucca Valley	FIRE_DST	1
2	YVL513	E-087	Yucca Valley County Offices	57407 Twentynine Palms Hwy	Yucca Valley	OFFICE	1
2	YVL514	E-014	Paxton Hill-800 MHz site	58399 Serin Dr.	Yucca Valley	COMM	1
2	YVL515	E-025	COMM - Donnell Hill	Rack Space	Yucca Valley	COMM	1
2	YVL516	E-007	COMM - Paxton Hill	58399 Serin Dr.	Yucca Valley	COMM	1
2	YVL517	E-028	Yucca Valley PSD	56389 Pima Trail	Yucca Valley	PRESCH	1
2	YVL519	E-027	COMM - Paxton Hill	58399 Serin Dr.	Yucca Valley	COMM	1

## JOC System License and Fee Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **[Insert Contractor's Full Legal Name]**, whose address is **[Insert Contractor's Legal Address]** ("Contractor"), and The Gordian Group, Inc., whose address is 30 Patewood Drive, Suite 350, Greenville, SC 29615 ("Gordian").

WHEREAS, **[Insert Owner's Full Legal Name]** ("Owner") has awarded Contract No. **[Insert Number]** ("Contract") to the Contractor.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and Owner ("Owner Contract"), Gordian has agreed to provide Contractor with a license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, the parties agree to the terms and conditions of the following JOC System License and Contractor License Fee ("Agreement"):

Gordian hereby grants to Contractor, and Contractor hereby accepts from Gordian for the term of the Contract, or the term of the Owner Contract, whichever is shorter, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Contractor's responsibilities under the Contract ("Limited Purpose"). Contractor hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's eGordian® JOC information management applications and support documentation, Construction Task Catalog®, training materials, and any other proprietary materials provided to Contractor by Gordian. In the event the Contract expires or terminates, or the Owner Contract expires or terminates, this JOC System License shall terminate and Contractor shall return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

In accordance with the terms of the Contract, Contractor hereby agrees to pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document issued to Contractor by Owner pursuant to the Contract. Contractor further agrees to remit the Contractor License Fee to Gordian within ten (10) days of Contractor's receipt of each Job Order, Purchase Order or other similar purchasing document from the Owner. Contractor shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month. In the event a modification to an issued Job Order results in a reduction of the value of the Job Order, Gordian shall issue a credit to Contractor only when the applicable license fee credit is greater than or equal to \$25.00.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of California without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the district of San Bernardino County, California for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Contract, the Owner Contract, or any Job Order, Purchase Order or similar purchasing document issued to Contractor by Owner, this Agreement shall take precedence.

**[Insert Contractor's Full Legal Name]**

**The Gordian Group, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ammon T. Leshner

Title: \_\_\_\_\_

Title: Vice President of Legal Affairs

**ACKNOWLEDGMENT OF [Contractor]**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ and the document was executed by the above named \_\_\_\_\_ of his/her own free will.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above