

BID PACKAGE

INCLUDING SPECIFICATIONS FOR THE
DANIELS FIELD MULTIPURPOSE RECREATIONAL AREA PROJECT

FOR

Boys and Girls Clubs of the Los Angeles Harbor
1200 S. Cabrillo Avenue
San Pedro, CA 90731

Prepared by the:

Boys and Girls Clubs of the Los Angeles Harbor
1200 S. Cabrillo Avenue
San Pedro, CA 90731
Project Manager:
Griffin Wright
213-448-2198
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BID SET

Date of Issue: March 12, 2013

**THIS IS A FEDERALLY FUNDED PROJECT
DAVIS-BACON AND STATE PREVAILING WAGES APPLY**

TABLE OF CONTENTS

1. Notice of Invitation to Bid.....	
2. Instructions to Bidders.....	
3. Contractor’s Bid and Proposal Checklist.....	
4. Proposed Bid.....	
5. Affidavit to Accompany Bid Proposal.....	
6. Non Collusion Affidavit.....	
7. Bid Bond.....	
8. Bidder’s Qualifications.....	
9. Bidder’s Information.....	
10. Business Tax Registration Certificates.....	
11. Title 49, Code of Federal Regulation, Part 29 – Debarment and Suspension Certification.....	
12. List of Current and Completed Projects and References.....	
13. Work Write-Up.....	
14. Schedule of Work and Prices.....	
15. Schedule of Values.....	
16. List of Subcontractors.....	
17. List of Trades and Wages.....	
18. Certification of Non-Segregated Facilities (Federally Assisted Projects).....	
19. Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.....	
20. Designation of Equal Employment Opportunity Officer.....	
21. Los Angeles City Affirmative Action Requirements for Construction Contracts.....	
22. Ethnic Composition of Total Work Force.....	
23. Notice to Prospective Contractors or Subcontractors Pertaining to Nondiscrimination in Employment.....	
24. Certification for Contracts of More than \$5000: Affirmative Action Practices.....	
25. Certification for Contracts of More that \$500 but not in Excess of \$5,000: Equal Employment Practices.....	
26. Minority/Women Business Enterprise and Other Business Outreach Program.....	
27. Affidavit Re Compliance with MBE/WBE and Other Business Outreach Program Requirements.....	
28. MBE/WBE/OBE Outreach Program Good Faith Efforts Helpful Hints.....	
29. Federal Labor Standards Provisions.....	
30. Contractor’s Acknowledgment of Receipt of HUD 4010 (Federal Labor Standards Provisions Decisions.....	
31. Certification by Contractor/Subcontractor Compliance with Federal Wage Decisions.....	
32. Insurance Requirements for Bidders on Construction Projects for City’s Grant-funded Agencies..	
33. Insurance Requirements.....	
34. Certification by Contractor: Compliance with Clean Air and Water Acts.....	
35. Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development.....	
36. HUD Section 3 Requirements for All Construction Contracts and Subcontracts with Values Exceeding \$100,000.....	
37. Section 3 Clause.....	
38. Section 3 Certification.....	
39. Section 3 Certification for Contracts.....	
40. HUD Section 3 Economic Opportunity Plan.....	

ATTACHMENTS

- 41. General Provisions.....
- 42. Section 3 of the Housing and Urban Development Act of 1968, as Amended THE FACTS.....
- 43. Community Improvement and Planning Area (CIPA) Maps.....
- 44. Standard Federal Equal Employment Opportunity Construction Contract Specification
(Executive Order 11246).....
- 45. Apprentice & Trainees.....
- 46. Apprentice Utilization on Public Works.....
- 47. Excerpts from the California Labor Code Relating to Apprentices on Public Works.....
- 48. Contractor’s Guide to Davis-Bacon Prevailing Wage Requirements
For Federally-Assisted Construction Projects
- 49. Project Wage Rate Sheet
- 50. Notice to All Employees Working on Federal or Federally Financed Construction Projects
- 51. Noticia a Todos Empleados Trabajo en Proyectos de Construccion Federales o Financiados
Federalmente

BOND FORMS AND DUAL OBLIGEE RIDER

- 52. AIA Performance Bond form (LA City bond samples at <http://cao.lacity.org/risk/BondForms.htm>)
- 53. AIA Payment Bond form (LA City bond samples at <http://cao.lacity.org/risk/BondForms.htm>)
- 54. Dual Obligee Rider (must be submitted with Performance Bond, Payment Bond, and Insurance Documents; see <http://cao.lacity.org/risk/19-DualObligeeRider.pdf> and <http://cao.lacity.org/risk/BondDocExecutionInstructions.pdf>).

FEDERAL GENERAL WAGE DECISION AND STATE WAGE DETERMINATION

- 55. Federal General Wage Decision: CA 130033, (3/8/13) CA33
- 56. State General Prevailing Wage Determination: SC-3-5-1-2013-1

SPECIFICATIONS

Division 1 – General Requirements

Summary of the work
Definitions
Applications for payment
Change order procedure
Cutting and patching
Requests for information
Project Meetings
Progress schedules
Shop Drawings, Product Data and Samples
Schedule of Values
Construction Facilities and Temporary Controls
Storage and Protection
Product Options and Substitutions
Contract Closeout
Cleaning
Project Record Documents
Operation and Maintenance Date

Division 2 – Demolition and Site Work

Division 3 - Concrete

Division 4 – Masonry

Division 5 – Metals

Division 6 – Wood and Plastics

Division 7 – Thermal and Moisture Protection

Division 8 – Doors and Windows

Division 9 – Finishes

Division 10 – Specialties

Division 11 – Equipment

Division 12 – Furnishings

Division 13 – Special Construction

Division 14 - Conveying Systems

Division 15 – Mechanical

Division 16 – Electrical

NOTICE OF INVITATION TO BID

The Boys and Girls Clubs of the Los Angeles Harbor (Owner), with funding assistance from the City of Los Angeles, Community Development Department (CDD), and the State of California Department of Parks and Recreation is seeking qualified licensed contractors to bid on a project involving the design and construction of a multi-purpose recreational area approximately 16,123 square feet located at 845 W. 12th St., Los Angeles, California 90731.

Scope of work for this project includes, but is not limited to the following:

1. A concrete slab multipurpose recreational area with an ADA access ramp.
2. A concrete pad for two golf driving-range cages, a baseball batting cage, a picnic area, and a snack shack.
3. Security lighting.
4. Fencing.
5. Sustainable landscaping.

Additive alternative items:

6. One (1) baseball batting cage.
7. Two (2) golf driving-range cages.
8. Four (4) basketball goals.
9. Two (2) storage units.
10. A bicycle rack.
11. Striping on recreational area.
12. Food service modular trailer, design-build.
13. Signage.

Sealed bids will be received by Jerry C. Rodin, AIA, Rodin Associates, located at 29000 S. Western Avenue, Suite 408, Rancho Palos Verdes, CA 90275, (310) 832-3135. Bids will be received up to 4:00 p.m. on April 30, 2013.

Bid packages can be picked up at Jerry Rodin's office at 29000 S. Western Avenue, Suite 408, Rancho Palos Verdes, CA 90275, (310) 832-3135, or at Griffin Wright's office at 1100 S. Hope St., Ste. 103, Los Angeles, CA 90015, (213) 448-2198 (call to arrange a bid package pick up), or can be downloaded at <http://www.urbandesigncenter.com/bidpost/danielsfieldsportsctr.html> , or can be picked up at the Pre-Bid Conference/Job Walkthrough that is scheduled for March 28, 2013 at 10:00 AM.

The purpose of the pre-bid conference is to inform prospective bidders of contract requirements and the opportunity to examine the site and physical conditions of the proposed work.

The Owner, with the concurrence of the City, reserves the right to reject any or all such bids and to waive any informality in the bid.

The bid of any party who has been delinquent or unfaithful in the performance of any former contract with the City may be rejected.

Bids are subject to acceptance within 30 days unless otherwise stipulated by the bid.

This project is supported by Federal funds administered by the City of Los Angeles. Compliance to the following items is mandatory:

1. Affirmative Action
2. Minority and Women Owned Business participation
3. Payment of Davis Bacon prevailing wages
4. Providing 100% performance and 100% payment bonds
5. Payment of a 10% bid bond
6. Other

The successful bidder will be required to submit the following:

1. List of certifiable subcontractors.
2. Insurance policies showing coverages for Contractors (and if required, subcontractors) Workmen's Compensation and General Comprehensive Liability, Professional Liability and Property Damage.

This project is partially or wholly financed with City and/or State and/or Federal funds.

Accordingly, the Contractor must abide by all Federal, State and local regulations regarding equal employment, and all applicable Federal and State Labor Standards Provisions.

For questions regarding the scope of work please contact architect Jerry Rodin, Rodin Associates, @ (310) 832-3135 and jcrodin@sbcglobal.net.

For additional information contact project manager Griffin Wright, Urban Design Center, at (213) 448-2198 and bgclah@urbandesigncenter.com.

INSTRUCTIONS TO BIDDERS

DEFINITIONS

All definitions in the General Conditions of the Contract for Construction, AIA Document A-201, apply to the information for Bidders.

Owner is: Boys and Girls Clubs of the Los Angeles Harbor

Non-Profit Agency Contact: Griffin Wright, Project Manager, Urban Design Center

Tel.: 213-448-2198, email: bgclah@urbandesigncenter.com

Contractor will be the successful bidder with whom a contract is signed by the Owner.

INSTRUCTIONS FOR READING PLANS

SP-2

- Omit the picnic benches and planters (keynote 2, 2A, 18, and 19). These are no longer part of the project and will not be part of the contract

See SP-2.2 for

- final striping and fencing plan
- additional exit has been added on SW corner

SP-4

- In picnic area G omit interlocking pavers and stamped concrete. The surface in this area should be concrete like adjacent areas
- Relocate Storage Unit #2 to west side of batting cage

S-3

- Omit area lighting standard poles
- Security lighting to be mounted on perimeter fence

A-1

- A-1 is an alternate for a modular food service structure – drawings to come

RESPONSIBILITY

By making a bid, bidders represent that they have read and understand the bidding documents. It is also each bidder's responsibility to visit the site and become familiar with any local conditions which may affect the work.

1. **GENERAL INFORMATION**

Jerry C. Rodin, AIA, Rodin Associates will receive at his office located at 29000 S. Western Avenue, Suite 408, Rancho Palos Verdes, CA 90275, (310) 832-3135, at or before the hour of 4:00 PM (PST), April 30, 2013, sealed proposals for the Daniels Field Multipurpose Recreational Area Project.

Bids and required forms provided in the bid package for the purpose must be submitted in a sealed envelope addressed to Jerry C. Rodin, AIA, Rodin Associates, 29000 S. Western Avenue, Suite 408, Rancho Palos Verdes, CA 90275 and marked Boys and Girls Clubs of the Los Angeles Harbor, Daniels Field Multipurpose Recreational Area Project.

The Bid must further conform to the requirements of these instructions. The said bid work must be done in strict conformity with specifications and/or plans therefore.

2. **BOND OR CHECK ACCOMPANYING BID**

Each bidder must submit with his proposal either a check certified by a responsible bank in the City of Los Angeles and payable to the order of the Boys and Girls Clubs of the Los Angeles Harbor, or a bid bond in the amount as specified elsewhere in these instructions.

3. **BONDS FOR FAITHFUL PERFORMANCE AND FOR PAYMENT OF LABOR, MATERIAL AND SUPPLIES**

The amount of the bond to be given to secure the faithful performance of the contract for said work shall be 100 percent of the contract price thereof, computed as hereinafter provided. The amount of the bond to be given to secure payment for labor, material, equipment and supplies furnished for the life term of the work to be done under the contract and for any work or labor of any kind done in connection therewith shall be equal to 100 percent of the contract price for the work. The contract price shall be computed from the amounts proposed in your bid.

4. **FORM OF BONDS**

The form of bonds required for the faithful performance of contract and to secure payment for material, labor and supplies will be such that Owner may proceed against the Contractor and his sureties on the bonds immediately upon any default in the performance of the contract, or in payments for labor, material and supplies, without waiting for the completion of the work and the accumulation of damages. The City's Dual Obligee Rider must be included therewith (see <http://cao.lacity.org/risk/BondForms.htm> for forms and <http://cao.lacity.org/risk/index.htm> for instructions).

5. **AFFIDAVIT OF BIDDER**

Each proposal must have thereon or attached thereto the affidavit of the bidder that such proposal is genuine, and not sham or collusive, or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder. Any bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation.

6. **RIGHT TO REJECT BIDS**

The Boys and Girls Clubs of the Los Angeles Harbor reserves the right to reject any and all bids and to waive any informality in the bid. Bidder hereby agrees to honor said bid for a period of 90 days after the bid opening. If no contract award is made within 90 days of the bid opening, all bids are deemed rejected.

7. **CONTRACTS**

The bidder to whom the award is made will be required to execute a written contract with the Boys and Girls Clubs of the Los Angeles Harbor and to furnish good and approved bonds as specified, within ten (10) days after notice of said contract is delivered. The following documents are essential parts of the complete contract: Notice of Invitation to Bid, Instructions to Bidders, Proposal, General Provisions, Specifications and, if any, the Plans for the Work, Bidder's Submitted Proposal, and Agency's/Owner's contract with the City.

All of the aforementioned documents are on file in the office of Jerry C. Rodin, AIA, Rodin Associates, 29000 S. Western Avenue, Suite 408, Rancho Palos Verdes, CA 90275, (310) 832-3135, and may be obtained at no charge to the bidder.

8. **EXAMINATION OF GROUND**

Bidders must examine and judge for themselves the location, physical condition and surroundings of the proposed work, the nature of the excavation to be made, if any, and the work to be done.

The plans for the work will show conditions as they are supposed or believed to exist, but it is not intended to be or inferred that the conditions as shown thereon constitute a representation or warranty, express or implied, that such conditions are actually existent, nor shall the City of Los Angeles or the Boys and Girls Clubs of the Los Angeles Harbor be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the plans and the actual conditions revealed during the progress of the work, or otherwise.

9. **BID**

The bids must be made on the form provided for that purpose. The bidder must state in figures the unit price and specific sums of both, as the case may be, for which he proposes to supply all the materials and perform the work required by the plans and specifications.

Blank spaces in the proposal must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to the proposal may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder.

No communicated modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. If the bid is made by an individual, it must be signed with the full name of the bidder and address must be given; if it is made

by a partnership, it must be signed by one of the general partners, and the name and full address of each partner must be given; and if it is made by a corporation, it must be signed by a properly authorized officer in the corporate name and the corporate seal must be attached to such signature. If the corporation does not have a seal, all signatures must be acknowledged by a notary public and a current copy of the Articles of Incorporation including all amendments must be attached.

Bidders are invited to be present at the opening of proposals. The Bidder shall affix to his proposal the number of his license procured under the provision of Article 5, Chapter 9, Division II of the Business and Professional Code of the State of California.

10. **PROJECT COMPLETION**

Project must be completed within 120 calendar days of notice to proceed.

11. **FACILITY OCCUPATION**

Contractor should be aware that the premises will be continually occupied by the Owner. Therefore, communication and coordination between the Contractor and Owner is imperative. Accordingly, there will be some degree of coordination required between Owner and Contractor in other areas, including, but not limited to: site security and construction barricades, safety assurance, control of dust and noise, interruption of power and utilities.

12. **INSURANCE**

The following insurance coverages will be required of the approved Contractor (and sub-contractors, if required) as evidenced by ACORD certificates: General Comprehensive Liability, including Bodily Injury and Property Damage, combined Single Limit, subject to higher limits as determined by the (Non-Profit). Coverages shall include Premises and Operations, Contractual Liability, Independent Contractors and Products/Completed Operations in the combined amount of \$1,000,000. Workers' Compensation, providing coverage as required by the California Workmen's Compensation Law; Professional Liability if design is part of the scope; and Builders' Risk Property Damage at a rate of \$1,000,000.

13. **PERMITS**

The successful bidder must obtain required permits from the City of Los Angeles or local Department of Building and Safety prior to the start of any work. Proof of the permit must be given to the Owner prior to the start of any work. Additional information can be obtained at:

(213) 482-0000 (Outside L.A. County)
(888) 524-2845 (Inside L.A. County)

or

http://www.ladbs.org/Permits/obtain_permit.htm

CONTRACTOR'S BID AND PROPOSAL CHECKLIST

1. Proposed Bid
2. Affidavit to Accompany Bid and Proposal
3. Non Collusion Affidavit (Signatures must be acknowledged by notary public)
4. Bid Bond
5. Bidder's Qualifications
6. Bidder's Information
7. Business Tax Registration Certificates
8. Title 49, Code of Federal Regulation, Part 29 - Debarment and Suspension Certification
9. List of Current and Completed Projects and References
10. Work Write-up
11. Schedule of Work and Prices
12. Schedule of Values
13. List of Subcontractors
14. List of Trades and Wages
15. Certification of Non-Segregated Facilities (Federally Assisted Projects)
16. Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports
17. Designation of Equal Employment Opportunity Officer
18. Los Angeles City Affirmative Action Requirements for Construction Contracts
19. Ethnic Composition of Total Work Force
20. Certification for Contracts of More than \$5,000: Affirmative Action Practices
21. Certification for Contracts of More than \$500 but not in Excess of \$5,000: Equal Employment Practices

- 22. Affidavit Re Compliance with MBE/WBE and Other Business Outreach Program Requirements
- 23. Contractor's Acknowledgment of Receipt of HUD 4010 (Federal Labor Standards Provisions)
- 24. Certification by Contractor/Subcontractor Compliance with Federal Wage Decisions
- 25. Certification by Contractor: Compliance with Clean Air and Water Acts
- 26. Section 3 Clause
- 27. Section 3 Certification for Contracts
- 28. HUD Section 3 Economic Opportunity Plan
- 29. Apprentice Utilization on Public Works

NOTE: ALL ITEMS ABOVE MUST BE FILLED OUT COMPLETELY, SIGNED BY AN AUTHORIZED PERSON PURSUANT TO THE "INSTRUCTIONS FOR EXECUTION OF CONTRACT, BOND OR AFFIDAVIT DOCUMENTS", AND SUBMITTED WITH THE SEALED BID. FAILURE TO COMPLETE AND SUBMIT THE ABOVE REQUIRED FORMS MAY RESULT IN DISQUALIFICATION OF BID. NO EXCEPTIONS!

PROPOSED BID

To: Boys and Girls Clubs of the Los Angeles Harbor

Date _____

Contractor: _____

The undersigned, having read the instructions and requirements and having personally visited and inspected the site of work, hereby propose to furnish materials and all workmanship required to complete the _____ in accordance with the plans and specifications, if any, within _____ () working days for the Base Bid Price of \$_____.

Schedule of Alternates and Prices

	<u>Item No.</u>	<u>Prices in Dollars</u>
BASE BID PRICE		\$ _____
Alternate #1	_____	\$ _____
Alternate #2	_____	\$ _____
Alternate #3	_____	\$ _____
Alternate #4	_____	\$ _____
Alternate #5	_____	\$ _____
Alternate #6	_____	\$ _____
Alternate #7	_____	\$ _____
Alternate #8	_____	\$ _____
 TOTAL AMOUNT OF BID		 \$ _____ \$ _____

Alternates must be either additive or deductive.

NOTE: Contractor is advised that the owner reserves the right to waive any or all irregularities and to reject any or all bids without explanation.

Bid Proposal includes Addenda Number(s) _____

Dated _____

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

AFFIDAVIT TO ACCOMPANY BID PROPOSAL

Date

I (We), _____, agree to begin work and to complete it on or before the dates set forth in the specifications.

I (We), _____, agree furthermore, that in case of default in executing the required contract, with necessary bonds, within the time fixed by the Instructions to Bidders, the proceeds of the check or bond accompanying this bid shall become the property of _____.

Owner

Sign here if Individual:

(Name)

(Signature)

(Address)

Sign here if Co-Partnership:

(Name of Firm)

(Address)

(Signature of Co-Partner)

(Signature of Co-Partner)

Sign here if Corporation:

(Name of Corporation)

(Address)

(Signature of Corporate Officer)

(Title)

Contractor's State License # _____

Classification _____

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

NON COLLUSION AFFIDAVIT

State of California)
) ss.
)

_____, being first duly sworn, deposes and says that he or she is (Sole owner, a partner, president, etc.) _____ of _____. The party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding; that 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 any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

Signature of Bidders

ALL SIGNATURES MUST BE WITNESSED BY NOTARY
(Attach appropriate jurats)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Here insert full name and address or legal title of Contracted)

as Principal, hereinafter called the Principal, and _____
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto _____
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of _____
Dollars (\$ _____),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executor, administrators, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
(Here insert full name, and description of project)

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 2006

(Witness) (Principal) (Seal)

(Title)

(Witness) (Surety) (Seal)

(Title)

AIA DOCUMENT A310 BID BOND AIA FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS,
1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

**THIS FORM MUST BE SUBMITTED WITH THE SEALED BID
BIDDER'S QUALIFICATIONS**

1. Include photocopy of your Contractor's License Number obtained Pursuant to Article 5, Chapter 9, Division III of the Business and Professional Code of the State of California.

2. Include photocopy of Los Angeles City Business License.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

BIDDER'S INFORMATION

1. Has your company ever been awarded a construction contract by any governmental agency?
WRITE **YES** or **NO** _____. (If **YES**, proceed to Item 2. If **NO**, proceed to Item 3.)

2. Has your company been awarded a construction contract by the City of Los Angeles, Community Development Department, within the last ten years? (NOTE: Debris removal contracts or contracts awarded by the City of L.A. Department of Airports, Harbor or Water and Power do not qualify).
WRITE **YES** or **NO** _____. (If **YES**, proceed to Item 4. If **NO**, proceed to Item 3.)

3. A first time bidder on City of Los Angeles Community Development Department's construction projects or a bidder who has not been awarded a construction contract by City of Los Angeles within the last ten years shall submit satisfactory evidence that its organization is regularly engaged in similar construction activities and has adequate facilities, organizational structure, and the necessary technical and managerial expertise to properly perform the work in conformance with the plans and specifications for this project.

Satisfactory evidence shall be submitted with the bid for this project and shall consist of either of the following:

- a. Letters of references from other agencies attesting to the satisfactory performance of your organization; or
- b. A list of similar construction projects completed in the last three (3) years. Use the following chart and provide all required information.

LIST OF COMPLETED PROJECTS AND REFERENCED AGENCIES

TITLE OF PROJECT	COMPLETION DATE	NAME OF AGENCY, TELEPHONE NO. AND NAME OF PERSON TO CONTACT

4. The Contractor or authorized representative, by the signature affixed hereto, declares that the information contained herein is true and correct.

_____ Firm Name

_____ Type or Print Name and Signature of Person Completing Form

NOTE: Additional information may be requested to clarify bidder's qualifications, and such information shall be submitted promptly upon request by the agency.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

BUSINESS TAX REGISTRATION CERTIFICATES

The bidder represents that it has or will obtain, upon award, the Business Tax Registration Certificate(s) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain or obtain, as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

The City of Los Angeles requires all firms that have business activity within the City of Los Angeles to pay City business taxes. Each firm or individual that pays the business tax received a Business Tax Registration Certificate (BTRC) Number.

Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City. All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC Number or an exemption number as proof of compliance with Los Angeles City Business tax requirements in order to receive payment for goods or services.

The City Finance Office has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do not have a BTRC Number, contact the Finance Office at (213) 473-5901 or on-line at <http://finance.lacity.org/>.

AUTHORIZED SIGNATURES

(Individual)

(Company)

(Co-Partner)

(Name of Firm)

(Corporate Officer)

(Name of Corporation)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

**TITLE 49, CODE OF FEDERAL REGULATION, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years;

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidders responsibility. For any exception noted above, indicate below to whom it applies, initialing agency, and dates of action.

No part of this contract shall be subcontracted to any person of firm ineligible to be awarded of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act, 29 CFR 5.12(a)(1) or 49 CFR 29.

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Signature Date

Type or Print Name and Title of Signer

NOTE: Each member of a Joint Venture must submit this form. Additionally, previous certifications under the present Joint Venture shall be submitted upon request of the City.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

LIST OF CURRENT AND COMPLETED PROJECTS & REFERENCES

<u>Type of Project</u>	<u>Indicate Current or Completed</u>	<u>Address of Facility</u>	<u>Total Cost of Project</u>	<u>Client's Name & Phone No.</u>
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THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

WORK WRITE-UP

WORK WRITE UP

Date

Project Name: _____

Owner Name: _____

Address: _____

Site Address: _____

Contact Person: _____

Telephone/email: _____

City Contact Name: _____

_____ General Contractor _____

- I. All construction work shall be performed according to the Uniform Building, Plumbing, and Mechanical Codes, the Los Angeles Zoning and Electrical codes, and Owner requirements. Where applicable, work shall be in accordance with the lead base paint warning regulation and the cost effective energy conservation standards.
- II. All construction work shall be inspected and approved by the Los Angeles Department of Building and Safety Inspectors and the Owner.
- III. The awarded General Contractor shall be responsible for completion of each item specified in this Work Write-Up. Any changes shall be authorized only by the initiation and execution by the Owner and Contractor on a formal CHANGE ORDER, which may require City approval.
- IV. The General Contractor shall verify on job site, all quantities, measurements or dimensions, conditions, plans and working drawings before submitting this bid. There will be no CHANGE ORDER to price based on mistaken quantity count, measurements or dimensions.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

- V. The General Contractor shall immediately notify (verbally and in writing) the Owner of any discrepancies on the plans, working drawings, Work Write-ups, and the measurements or dimensions. The General Contractor shall be held responsible for all such verifications.
- VI. The General Contractor shall provide and install all necessary bracing to support and maintain the existing construction in a safe and undamaged condition throughout all phases of acquisition, demolition, construction and/or renovation.
- VII. The General Contractor shall take any and all precautions necessary to ensure that fixture and materials, which are temporarily removed during any phase of construction/renovation, are protected from damages, vandalism and/or theft. Damage to property caused by the General Contractor shall be repaired or replaced by the General Contractor at his own expense.
- VIII. The General Contractor shall be fully responsible for obtaining all necessary permits and licenses as required by the Department of Building and Safety of the City of Los Angeles.
- IX. Color(s), type, model, style, finish and manufacturer of all fixtures, appliances, hardware, and all other products used in the construction work shall be approved and/or selected by the Owner, and shall be standard in nature unless the Owner requests custom items at the time the General contractor prepares and submits his bid.
- X. All discarded material, debris, and other construction debris shall be removed from the job site daily. The property shall be left in a clean and safe conditions, at the completion of the job.
- XI. All work completed on job site to be per manufacturer's specification and Standard Trade Practice.

Lead base paint is prohibited.

Special attention shall be given to the incorporation of cost effective energy standards pursuant to Title 24 CFR, part 39 Cost Effective Energy Conservation, May 10, 1979.

The Project or Program to which the work covered by this contract pertains is being assisted by funds secured from the U.S. Department of Housing and Urban Development, therefore, the contracts are required to abide by the requirements of the Davis-Bacon Act and State of California. They will be required to pay wages to laborers and mechanics at a rate not less than the maximum wages specified in the wage determinations made by the Secretary of Labor and the State of California.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

I, _____, hereby submit the attached Work Write-up with my bid package for the work described.

AUTHORIZED SIGNATURES

(Individual)

(Company)

(Co-Partner)

(Name of Firm)

(Corporate Officer)

(Name of Corporation)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

SCHEDULE OF WORK AND PRICES

Site Address: _____

Bidder Contact Person: _____

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Qty./Size</u>	<u>Unit Price</u>	<u>Lump Sum</u>	<u>Item Total</u>
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THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

SCHEDULE OF VALUES

	<u>Labor</u>	<u>Materials</u>
<u>Division 1 - General Requirements:</u>		
Permits and insurance	\$ _____	\$ _____
Testing and inspections	\$ _____	\$ _____
Equipment rentals	\$ _____	\$ _____
Site utilities	\$ _____	\$ _____
Security	\$ _____	\$ _____
Supervision and clerical	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total: General Requirements	\$ _____	\$ _____
 <u>Division 2 - Demolition and Site Work:</u>		
Demolition:		
Curb and sidewalk, etc.	\$ _____	\$ _____
Site Work:		
Foundation drainage	\$ _____	\$ _____
Sidewalks	\$ _____	\$ _____
Off-site improvements	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total: Demolition and Site Work	\$ _____	\$ _____
 <u>Division 3 - Concrete:</u>		
Cast-in-place concrete	\$ _____	\$ _____
Other	\$ _____	\$ _____
Total: Concrete	\$ _____	\$ _____

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

	<u>Labor</u>	<u>Materials</u>
<u>Division 4 - Masonry:</u>	\$ _____	\$ _____
<u>Division 5 - Metals:</u>	\$ _____	\$ _____
<u>Division 6 - Wood and Plastics:</u>	\$ _____	\$ _____
<u>Division 7 - Thermal and Moisture Protection:</u>	\$ _____	\$ _____
<u>Division 8 - Doors and Windows:</u>	\$ _____	\$ _____
<u>Division 9 - Finishes:</u>	\$ _____	\$ _____
<u>Division 10 - Specialties:</u>	\$ _____	\$ _____
<u>Division 11 - Equipment:</u>	\$ _____	\$ _____
<u>Division 12 - Furnishings:</u>	\$ _____	\$ _____
<u>Division 13 - Special Construction:</u>	\$ _____	\$ _____
<u>Division 14 - Conveying Systems:</u>	\$ _____	\$ _____
<u>Division 15 - Mechanical:</u>	\$ _____	\$ _____
<u>Division 16 - Electrical:</u>	\$ _____	\$ _____

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

	<u>Labor</u>	<u>Materials</u>
Construction Subtotal	\$ _____	\$ _____
Contractor's Overhead and Profit (%)	\$ _____	\$ _____
Construction Total	\$ _____	\$ _____
100% Performance Bond (%)	\$ _____	\$ _____
100% Payment Bond (%)	\$ _____	\$ _____
10% Bid Bond (%)	\$ _____	\$ _____
Termite Treatment	\$ _____	\$ _____
Asbestos Removal	\$ _____	\$ _____
Lead Paint Removal	\$ _____	\$ _____
Environmental Clean-up	\$ _____	\$ _____
Others (Specify)	\$ _____	\$ _____

Unit Costs:

Unit Cost A	Vinyl Composition Tile	\$ _____/SF
Unit Cost B	Gypsum Wall Board	\$ _____/SF
Unit Cost C	Exterior Cement Plaster	\$ _____/SF
Unit Cost D	Plywood Roof Sheathing	\$ _____/SF
Unit Cost E	Concrete Flatwork	\$ _____/SF
Unit Cost F	Exterior Paint	\$ _____/SF

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

LIST OF SUBCONTRACTORS

**ANY SUBSTITUTION OF SUBCONTRACTORS MUST BE APPROVED BY
THE CITY OF LOS ANGELES**

NAME, BUSINESS ADDRESS, TELEPHONE NUMBER, AND SUBCONTRACTOR'S LICENSE NUMBER	SPECIFY		CERT. AGENCY (1)	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DOLLAR VALUE SUBCONTRACTOR
	MBE	WBE			
				CONTRACT ITEM #	
LICENSE # EXP. DATE					
				CONTRACT ITEM #	
LICENSE # EXP. DATE					
				CONTRACT ITEM #	
LICENSE # EXP. DATE					
				CONTRACT ITEM #	
LICENSE # EXP. DATE					
				CONTRACT ITEM #	
LICENSE # EXP. DATE					
				CONTRACT ITEM #	
LICENSE # EXP. DATE					
				CONTRACT ITEM #	
LICENSE # EXP. DATE					

LIST OF SUBCONTRACTORS (CONTINUED)

THIS FORM MUST BE SUBMITTED WITH THE SEALED

LIST OF SUBCONTRACTORS (CONTINUED)

NAME, BUSINESS ADDRESS, TELEPHONE NUMBER, AND SUBCONTRACTOR'S LICENSE NUMBER	SPECIFY		CERT. AGENCY (1)	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DOLLAR VALL SUBCONTRACTS
	MBE	WBE			
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					
LICENSE #				CONTRACT ITEM #	
EXP. DATE					

(1) Specify Certifying Agency:

TOTAL LISTED SUBCONTRACTED AMOUNT-----\$_____

TOTAL LISTED SUBCONTRACTED AMOUNT _____ X 100 = _____

SIGNATURE OF PERSON COMPLETING FORM

TITLE

TELEPHONE NUMBER

THIS FORM MUST BE SUBMITTED WITH THE SEALED

LIST OF TRADES AND WAGES

FEDERAL TRADE CLASSIFICATION

HOURLY WAGE

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause).

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

(Signature)

(Date)

(Type or Print Name and Title of Signer)

The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor 41 CFR 60-1.8(b), and must be submitted by the Bidder and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or Subcontracts of \$10,000 or under are exempt.)

NOTE: The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Each member of a Joint Venture must submit this form. Additionally, previous certifications under the present Joint Venture shall be submitted upon request of the City.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The bidder _____, proposed Subcontractor _____, hereby certifies as to have ____ have not ____ participated (circle appropriate answer), in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and has ____ has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering Agency, or the Former President's Committee on Equal Employment Opportunity , all reports due under the applicable filing requirements.

(Company)

By: _____

(Title) Date

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed Prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NOTE: Each member of a Joint Venture must submit this form. Additionally, previous certifications under the present Joint Venture shall be submitted upon request of the City.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

DESIGNATION OF EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Please be advised that _____

Firm Name and Address _____

hereby appoints _____

Name of Appointee _____

as its Equal Opportunity Officer. _____
Present Official Status with Firm

The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm. The Officer may be contacted at

_____, (_____)
(Work location) Telephone

concerning matters related to any affirmative actions taken by this firm to increase the utilization of minorities and women in its employment. Upon signing below, the Contractor declares, under penalty of perjury, that the information contained herein is true and correct.

Signature

Title

Company Name

Date

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

**LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR
CONSTRUCTION CONTRACTS**

Notwithstanding any other provisions of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code, to the contrary, every construction contract involving an expenditure in excess of \$5,000 of City funds, except in cases of urgent necessity, as provided in Section 386 of the Charter of the City of Los Angeles and except as provided in Section 10.9(a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's affirmative action plan.

1. CONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City Construction contract in excess of \$5,000, unless a written affirmative action plan is submitted as part of its bid embodying both (1) goals and timetables for the utilization of minorities and women in the workforce, ("Minority" includes any of the following ethnic groups: African American/Black, Hispanic, Asian/Pacific Islanders and American Indian/Alaskan Native) and (2) specific affirmative action steps directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this Section. Both the goals and timetables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section, and as set forth below, for all trades which are to be utilized on the project whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following as minimum ranges of goals for utilizing minorities and women in the workforce by the bidder and all contractors and subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of hours.

Ethnic Minority Goals

Until further notice	36% - 40%
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Women Goals

Until further notice	6.9%
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In no event may a contractor or subcontractor utilize the goals, timetables or Affirmative Action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that a good faith effort to include said minorities in numbers proportionate with the composition of the said minorities in the population of the City of Los Angeles as set forth hereinabove shall be made immediately, including but not limited to the following affirmative actions:

- (a) The contractor shall recruit and make efforts to employ minorities through:
 - (1) Advertising employment opportunities in minority community news media;
 - (2) Notifying minority community organizations of employment opportunities;
 - (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
 - (4) Encouraging present minority employees to refer their friends and relatives,
 - (5) Promoting after school and vacation employment opportunities for minority youth;
 - (6) Validating all employment specifications, selection requirements, tests, etc.,
 - (7) Maintaining a file of the names and addresses of each minority worker referred to the contractor and the action taken concerning such worker; and
 - (8) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with which the contractor has a collective bargaining agreement has failed to refer a minority worker to the contractor.
- (b) The contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made to achieve and maintain an ethnically balanced work force.
- (c) The contractor shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.
- (d) The contractor shall secure cooperation or compliance from the labor referral agency to contractual affirmative action obligations.
- (e) The contractor shall establish a person at the management level of the contracting entity to be the company's Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
- (f) The contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and shall make such records available to City, State and Federal authorities upon request.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

4. The contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:
 - (a) Advertising invitations for subcontractor bids in minority community news media.
 - (b) Contacting minority contractor organizations for referral of prospective subcontractors.
 - (c) Contacting any other source likely to yield qualified minority contractors and vendors.
 - (d) Purchasing supplies from qualified minority vendors where practical.
5. The contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:
 - (a) Recruit and refer minority employees to such programs;
 - (b) Establish training programs within the company and/or association that will prepare minority employees for advancement opportunities; and
 - (c) Abide by the requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship job opportunities.
6. The contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all operations and contracts. Said policies shall be provided to all his employees, subcontractors, vendors, unions and all others with whom the contractor become involved in fulfilling any contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum, and shall be submitted with the bid to the appropriate awarding authority of the City and the Office of Contract Compliance of the City.
7. Where problems are experienced by the contractor or the subcontractor in complying with affirmative action obligations, the contractor or subcontractor shall document all good faith efforts to comply with the requirements by the following procedure:
 - (a) State what the Contractor attempted to do, how and on what date.
 - (b) State to whom the Contractor's efforts were directed.
 - (c) State the response received and date.
 - (d) State what other steps were taken or will be taken to comply and when.
 - (e) State why the Contractor has been or will be unable to comply.
8. The Contractor and each of its known subcontractors shall complete and file with the Contractor's bid for the subject project and acceptable Affirmative Action Plan.
9. The Contractor and each of its subcontractors shall submit an Ethnic Composition of the Company's Total Work Force (by employees) with the bid.
10. No contract or subcontract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor or subcontractor has executed and filed with the awarding authority and the City Office of Contract Compliance its Affirmative Action Plan.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise failed to refer minority employees.
12. Subject to this subsection the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
13. Where the Contractor or its subcontractor has failed to comply with the Affirmative Action requirements contained in this section, any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.
14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Ordinance No. 141,559. (Section 22.359 through 22.359.5 of the Los Angeles Administrative Code.)

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

(See Page 34, item 3(e))

Please be advised that _____ hereby
Firm Name and Address

appoints _____, _____ as its
Name of Appointee Present Official Status with Firm

Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm.

The Officer may be contacted at _____, _____
Work Location Telephone

concerning matters related to any affirmative actions taken by this firm to increase the utilization of minorities and women in its employment.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

PROPOSAL
LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS FOR CONSTRUCTION PROJECTS (Continued)

ETHNIC COMPOSITION OF TOTAL WORK FORCE
(See Item 9, Page 36. Must be submitted with the bid.)

PROJECT TITLE	LENGTH OF CONTRACT (in weeks)		
			PRIME
CONTRACTOR			SUBCONTRACTOR

Indicate below the number of employees in each craft or work class for each of the ethnic groups listed below for your firm's total work force, or if you have no employees, write 'NO EMPLOYEES AT THIS TIME' across this form.

CRAFT or WORK CLASS	AFRICAN AMERICAN/ BLACK			HISPANIC			ASIAN/ PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (WHITE)			TOTAL			% MINORITY			SEX	
	*J	*AA	***T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	F	M
Brick Layer/ Stone Masons																							
Electricians																							
Gunite Workers																							
Iron Workers																							
Laborers																							
Operating Engineers																							
Painters																							
Pipe Trades																							
Plasterers and Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Carpenter																							
Supervisory																							
Clerical																							

*J - Journeyman, ** A - Apprentice, *** T - Trainee not entered in an approved apprenticeship program.

The contractor by his signature affixed declares under penalty of perjury that:

1. He has read the above Los Angeles City Affirmative Action Requirements for
2. He shall accept the requirements contained therein as the basis Affirmative Action Plan for all his operations within the City of Los Angeles,

The information contained hereon is true and correct.

Be eligible for an award of a contract, pages 32,36,37,40, and 43 must be completed and signed, and Pages 32 through 37 and 39 through 43 must be admitted with the bid.

Signature

Type or Print Name and Title of Signer

Company Name

Date

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

NOTICE TO PROSPECTIVE CONTRACTORS OR SUBCONTRACTORS PERTAINING TO NONDISCRIMINATION IN EMPLOYMENT

LAAC, Sec. 10.11.

“A. In contractual proceedings where a notice inviting proposals for the work, services, information or property required to be furnished or supplied to the City or to be sold to the City is published either in accordance with Sections 386 or 387 of the Charter of said City or is otherwise published, such notice shall specify that the provisions of Section 10.8 through 10.8.6 hereof applicable to any such notice will be part of any contract awarded by the City pursuant to such notice.”

“B. In contractual proceedings where a notice is not published as provided in subsection A, the contractor or contractors will be advised at the outset of negotiations that the provisions of subsection 10.8 through 10.8.6 hereof will be a part of any contract entered into by the City as a result of such negotiations.”

NONDISCRIMINATION CLAUSE - REQUIRED IN ALL CONTRACTS

The contractor agrees and obligates itself not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age or physical handicap. All subcontracts awarded under this contract shall contain a like nondiscrimination clause.

CERTIFICATION FOR CONTRACTS OF MORE THAN \$5,000 AFFIRMATIVE ACTION PRACTICES

Every contract or subcontract with, or on behalf of the City of Los Angeles for which the consideration is in excess of \$5,000 shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PRACTICES of such contract or subcontract.

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. 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 their race, religion, ancestry, national origin, sex, age or physical handicap.

C. At the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. (1) Upon a finding duly made that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the

Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he shall establish and carry out a program in conformance with the provisions hereof.

F.(2) In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California, or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provisions of this

contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules and regulations and forms for the implementation of the Affirmative Action Program of this contract, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time its bid is submitted, the contractor shall submit an AFFIRMATIVE ACTION PLAN to the awarding authority which shall meet the requirements of this ordinance. The awarding authority may also require contractors and suppliers to take part in a prebid or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

BIDDER'S CERTIFICATION

BIDDER _____
(Firm Name)

BY _____ DATE _____
(Officer's Signature)

TITLE _____
(Type or Print Officer's Name and Title)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

CERTIFICATION FOR CONTRACTS OF MORE THAN \$500 BUT NOT IN EXCESS OF \$5,000 EQUAL EMPLOYMENT PRACTICES

Every contract or subcontract with, or on behalf of the City of Los Angeles for which the consideration is in excess of \$500, but is not more than \$5,000, shall contain the following provisions which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract.

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices, and the contractor and each subcontractor hereunder will take affirmative action to ensure that in his employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at his place of business available to employees and applicants for employment.

B. 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 their race, religion, ancestry, national origin, sex, age or physical handicap.

C. At the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify on a form to be supplied, that he has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, age or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of his records pertaining to employment and to his employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of this contract, and on their or either of their request to provide evidence that he has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of this contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made that the contractor or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms to the awarding authorities for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. (1). Every contract or subcontract in excess of \$5,000 which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J. (2). A contractor may establish and adopt as its own Affirmative Action Plan prepared and furnished by the Office of Contract Compliance.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works, Office of Contract Compliance may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Nondiscrimination Programs. For each contractor and supplier the Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and the prebid or preaward conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable;
2. Classroom preparation for the job when not apprenticeable;

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

- 3. Preapprenticeship education and preparation;
 - 4. Upgrading training and opportunities
 - 5. Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to his ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work; and
 - 6. The entry of qualified women and minority journeymen into the industry.
 - 7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's affirmative action contract compliance program in purchasing and construction shall be accomplished by either

an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, lay-off, demolition, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential and may be publicized by the contractor at his discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors or suppliers engaged in the performance of City contracts.

BIDDER'S CERTIFICATION

BIDDER _____
 (Firm Name)

BY _____ DATE _____
 (Officer's Signature)

TITLE _____
 (Type or Print Officer's Name and Title)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

MINORITY/WOMEN BUSINESS ENTERPRISE AND OTHER BUSINESS OUTREACH PROGRAM

Policy

It is the policy of the Community Development Department of the City of Los Angeles (CDD), in accordance with the Mayor's Executive Directive No. 2001-26 to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all other business enterprises an equal opportunity to participate in the performance of all contracts awarded by this department. Proposers shall assist the CDD in implementing City policy by taking all reasonable steps to ensure that all available business enterprises, including local MBEs and WBEs, have an equal opportunity to compete for and participate in CDD contracts.

Definitions

1) Minority Business Enterprise or Women Business Enterprise

MBE/WBE's are defined as any business, bank, or financial institution, which is owned, controlled, and operated by a member of a minority group or a woman, or such business, bank, or financial institution of whom 51% or more of its partners or stockholders are members of minority groups or women.

- a. Owned and controlled means a business which is (a) a sole proprietorship legitimately owned by an individual who is a minority and/or a female, (b) a partnership or joint venture in which at least 51% of the beneficial ownership interests legitimately are held by minority persons or females who possess and exercise control over management, capital, and earnings, or (c) a corporation or other entity in which at least 51% of the beneficial ownership interests legitimately are held by minority persons or females who possess and exercise control over management, capital, and earnings.
- b. A MBE/WBE shall be considered bona fide if the minority/woman ownership interests are real, substantial, and continuing, and the entity was not created or reorganized solely for the purpose of MBE/WBE participation or in order to circumvent the letter, intent, and eligibility requirements for MBE/WBE participation.
- c. The MBE/WBE must have business experience, qualifications and expertise in the area of work of the proposed MBE/WBE contract; must be actively involved in the operations and management of the business; must possess and exercise control over the operation and management of the business; and must have an ownership interest other than that resulting solely from division of a spousal interest in the business enterprise or an interest derived from a personal relationship of a marital or familial nature.

2) Minority Person

The term “minority person” shall mean a person who is a citizen or lawful permanent resident of the United States of America, and who is one of the following:

- X African-American which includes persons having origins in any of the black racial groups of Africa;
- X Hispanic-American which includes persons of Spanish culture with origins and lineage in the original peoples that inhabited the Caribbean Islands, Central America, Cuba, Mexico, Puerto Rico, or South America;
- X Native American which includes persons descending at least ¼ blood quantum from any of the original peoples of North America (i.e., American Indians, Native Hawaiians, Aleuts, and Eskimos) and who maintain cultural identification through tribal affiliation, membership, and participation or community recognition;
- X Asian and Pacific Islander which includes persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands (i.e., persons having origins in China, India, Japan, Korea, the Philippine Islands or Samoa); or
- X Asian Indian which includes persons whose origins are from India, Pakistan, and Bangladesh.

Good Faith Efforts

The successful offeror shall make a good faith effort to satisfy the City’s MBE/WBE program requirements and anticipated participation levels of 18% MBE and 4% WBE participation as part of its proposal. The offeror shall specifically indicate in its proposal how it will utilize MBEs/WBEs in the performance of the contract. If the offeror is unable to find qualified MBEs/WBEs to participate in the performance of the contract, it shall document the efforts it made to do so. Said documentation shall be retained in the offeror’s files for review by City staff. Please complete Schedule A (Affidavit RE: Compliance with MBE/WBE and Other Business Enterprise Program Requirements).

Sanctions

Failure of the proposer or bidder to demonstrate a good faith effort to comply with the outreach requirements may result in the bid or proposal being found to be non-responsive and the contract not being awarded or being awarded to another contractor.

Nothing herein restricts the discretion of CDD to reject all bids or proposals in accordance with Los Angeles City Charter Section 371.

**AFFIDAVIT RE COMPLIANCE
WITH MBE/WBE AND OTHER
BUSINESS OUTREACH PROGRAM REQUIREMENTS**

The undersigned hereby swears or affirms that the following statements are true and correct to the best of his or her knowledge:

That he or she is a representative of the bidder or proposer and is authorized to make these statements.

That the bidder or proposer made the following efforts in a good faith attempt to comply with the MBE/WBE AND OTHER BUSINESS OUTREACH PROGRAM REQUIREMENTS as indicated by my initials in the places provided:

- (1) The bidder's or proposer's efforts to obtain participation by MBEs, WBEs and other business enterprises could reasonably be expected by the Community Development Department to produce a level of participation by interested sub-contractors, including MBE/WBEs as established by the CDD.

Initial

- (2) The bidder or proposer attended pre-solicitation or pre-bid meetings, if any, scheduled by the Department to inform all bidders or proposers of the requirements for the project for which the contract will be awarded. The Department may waive this requirement if the bidder or proposer certifies it is informed as to those project requirements.

Initial

- (3) The bidder or proposer identified and selected specific items of the project for which the contract will be awarded to be performed by sub-contractors to provide an opportunity for participation by MBEs, WBEs and other business enterprises. The bidder or proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs, WBEs and other business enterprises.

Initial

- (4) The bidder or proposer advertised for bids or proposals from interested business enterprises not less than ten (10) calendar days prior to the submission of bids or proposals, in one or more daily or weekly newspapers, trade association publications, minority or trade-oriented publications, trade journals, or other media specified by the Department.

Initial

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

- (5) The bidder or proposer provided written notice of its interest in bidding on the contract to those business enterprises, including MBEs and WBEs, having an interest in participation in such contracts. All notices of interest shall be provided not less than ten (10) calendar days prior to the date the bids or proposals were required to be submitted. In all instances, the bidder or proposer must document that invitations for sub-contracting bids were sent to available MBEs, WBEs and other business enterprises for each item of work to be performed.

The Los Angeles Minority Business Opportunity Committee (MBOC) shall be available to help identify interested MBEs, WBEs and other business enterprises. The telephone number of the MBOC is (213) 978-0671 and web address is lamboc@lacity.org.

Initial

- (6) The bidder or proposer documented efforts to follow up initial solicitations of interest by contacting the business enterprises to determine with certainty whether the enterprises were interested in performing specific portions of the project.

Initial

- (7) The bidder or proposer provided interested enterprises with information about the plans, specifications and requirements for the selected sub-contracting work.

Initial

- (8) The bidder or proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and other business enterprises not less than 15 days prior to the submission of bids or proposals.

Initial

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

- (9) The bidder or proposer negotiated in good faith with interested MBEs, WBEs and other business enterprises and did not unjustifiably reject as unsatisfactory bids or proposals prepared by any enterprise, as determined by the Department. As documentation, the bidder or proposer must submit a list of all sub-bidders for each item or work solicited, including dollar amounts of potential work for MBEs, WBEs and other business enterprises.

Initial

- (10) The bidder or proposer documented efforts to advise and assist interested MBEs, WBEs and other business enterprises in obtaining bonds, lines of credit, or insurance required by the Department or contractor.

Initial

That, upon being requested to do so, the bidder or proposer will provide documentation of the efforts made as indicated above, within three (3) days of such request.

I declare under penalty of perjury that I have read and understand the City's MBE/WBE requirements, and that the foregoing information is true and correct.

Type or Print Name of Person Legally Authorized to Sign for Agency

Title

Signature

Agency Name

Date: _____, 2009 at _____, California.
Month and Day City

Affix Corporation Seal

Seal must bear the same corporate title under which this application is being submitted (if the agency does not have a Corporate Seal, a current copy of the Articles of Incorporation must be attached).

NOTARY SEAL

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

Nothing set forth in this guide supersedes the information stated in the project bid specifications.

GFE HELPFUL HINTS

(FOR DEPARTMENT OF PUBLIC WORKS CONSTRUCTION PROJECTS)

Summary of Deadlines for Date Sensitive Indicators		Bid date:
Indicator	Deadline Guideline	Indicator Deadline
8 – Outreach Letters	15 Calendar days prior to the bid date	
4 – Advertisement	10 Calendar days prior to the bid date	
5 – Letters to Subs	10 Calendar days prior to the bid date	
6 – Follow up calls	3 Calendar days prior to the bid date	
GFE documentation	3 City working days after the bid opening	

Sample on calculating the indicator deadlines based on a February 20 bid opening date.

<i>Summary of Deadlines for Date Sensitive Indicators</i>		<i>Bid date: 2/20</i>
<i>Indicator</i>	<i>Deadline Guideline</i>	<i>Indicator Deadline</i>
<i>8 – Outreach Letters</i>	<i>15 Calendar days prior to the bid date</i>	<i>2/05</i>
<i>4 – Advertisement</i>	<i>10 Calendar days prior to the bid date</i>	<i>2/10</i>
<i>5 – Letters to Subs</i>	<i>10 Calendar days prior to the bid date</i>	<i>2/10</i>
<i>6 – Follow up calls</i>	<i>3 Calendar days prior to the bid date</i>	<i>2/17</i>
<i>GFE documentation</i>	<i>3 City Working days after the bid opening</i>	<i>2/25</i>

February						
SU	M	T	W	TH	F	S
					1	2
3	4	5 <i>15 CDP</i>	6 <i>14 CDP</i>	7 <i>13 CDP</i>	8 <i>12 CDP</i>	9 <i>11 CDP</i>
10 <i>10 CDP</i>	11 <i>9 CDP</i>	12 <i>8 CDP</i>	13 <i>7 CDP</i>	14 <i>6 CDP</i>	15 <i>5 CDP</i>	16 <i>4 CDP</i>
17 <i>3 CDP</i>	18 <i>2 CDP</i>	19 <i>1 CDP</i>	20 XXX	21 <i>1 CWD</i>	22 <i>2 CWD</i>	23
24	25 <i>3 CWD</i>	26	27	28	29	

INDICATOR 2 - PRE BID MEETING

- Be on time and attend the entire meeting.
- No credit will be given for tardiness or for leaving the meeting before its completion.
- Sign the attendance sheet.
- Ask for a copy of the attendance sheet at the end of the meeting and include it in your GFE documentation.

Did you know?

- If you have attended previous Department of Public Works Pre-bid meetings, you don't have to attend subsequent pre-bid meetings to receive credit (unless they are designated as Mandatory). However, to receive credit you must:
 - Fax or mail a waiver letter to OCC indicating that you are aware of the Good Faith Effort requirements.
 - Fax or mail must be received before the start of the pre-bid meeting.
 - Submit the fax transmittal confirmation or copy of the metered envelope or certified mail receipt, and the waiver letter with your GFE documentation.

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 1, 2088

Office of Contract Compliance
Subcontractor Outreach and Enforcement Section
1149 S. Broadway, Ste. 300
Los Angeles, CA 90015

Re: Waiver for Pre-bid Meeting

To Whom It May Concern:

I'm aware and understand the requirements of the MBE/WBE/OBE Subcontractor Outreach Program and would like to waive my attendance to the pre-bid meeting for the below referenced project.

Project Title: *(Insert Project Title)*

Pre-bid Date: *(Insert Pre-bid meeting date)*

Sincerely,

(Insert your name)

(Insert your position/title)

** Transmit Conf. Report **

p.1

January 1 2088 08:12

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ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 1, 2088

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Project Title: *(Insert Project Title)*

Pre-bid Date: *(Insert Pre-bid meeting date)*

Sincerely,

(Insert your name)

(Insert your position/title)

INDICATOR 3 – WORK AREAS

- Work Areas are selected by identifying specific items of the project which the Prime will outreach to and solicit subcontractors/vendors who can be used.
- To earn points, work areas must be listed either in Indicator 4 (Advertisement) or Indicator 5 (Letters to Potential Subs).
- Any work area that you cannot complete (as a prime) **should** be listed as a work area.
- If as a prime, you are able to complete all the work areas yourself you have other options:
 - Identify work areas that are potential areas to subcontract even though you are capable of doing these areas yourself.
 - Perform an outreach to the suppliers which are specific for the project.
- Remember that **ALL** bid-listed work areas **MUST** be represented in your GFE.
 - Even if you have had a previous relationship with a subcontractor/vendor, you still must list their relevant work area.

INDICATOR 4 – ADVERTISEMENT

- Advertisement must be PUBLISHED not less than *10 calendar days prior* to the bid due date in a *reputable source*, and a *proof of publication affidavit* must be submitted with your GFE documentation. Consideration will be given to the wording of the ad.
 - 10 days prior to the bid due date.
 - Must be **published** by the deadline.
 - It is your responsibility to ensure that the advertisement is published on time, and that the wording is correct.
 - No credit will be given if the ad is published electronically.
 - Here's how to calculate the deadline from the bid date: Please see page 1.
 - Required 1 day, 1 publication minimum.
 - Reputable publication
 - Not a free publication
 - Not an online publication
 - Please see list of pre-approved publications.
 - Credit may be given for Advertisement published elsewhere. However, it is recommended that you contact OCC to confirm its acceptability.
 - Proof of publication
 - Submit the publication affidavit which must include a legible copy of the advertisement.
 - Submit the original ENTIRE page of the publication in which the advertisement appears.
 - A cutout of the header along with your advertisement is not acceptable.
 - When publishing in newspapers, the Advertisement should be in the Bids Wanted, Legal Notices section of the Classified Ads, Subcontracting Opportunities or Business Opportunities not the Employment Opportunities Section.

- Text of advertisement should include:
 - City of Los Angeles project name
 - Your firm's name
 - Areas of work to be subcontracted/supplied
 - Contact person's name
 - Contact person's address
 - Contact person's telephone number
 - Detailed information on availability of plans and specifications
 - Bidder's policy concerning assistance in obtaining bonds, lines of credit, and insurance
 - Is it limiting?
 - Must be addressed to MBEs, WBEs, and OBEs.
 - If you state a deadline, those solicited should have ample time to respond to the advertisement.

The following publications have been used by previous bidders and were verified as acceptable sources of outreach. The City of Los Angeles does not recommend or endorse any publication. The list is not an all inclusive list of acceptable publications. If there are other publications you would like us to consider please contact staff at BCA.GFEHELP@LACITY.ORG

CONSTRUCTION MARKET DATA

2625 Manhattan Beach Blvd.
Redondo Beach, CA 90278
Contact: Vikki Darmiento
800-242-9747
800-850-9009 Fax

DAILY NEWS

P.O. Box 4200
Woodland Hills, CA 91365
Contact: Jacqueline White
818-713-3393

DODGE CONSTRUCTION NEWS/GREENSHEET

148 Princeton Heightstown Rd. N-1
Heightstown, N.J. 10520
888-814-0513
866-422-8279 Fax

LA OPINION

700 Flower St., Ste. 300
Los Angeles, CA 90017
Contact: Yolanda Treto
213-896-2260
213-896-2238 Fax

LOS ANGELES SENTINEL

3800 Crenshaw Blvd.
Suite 202
Los Angeles, CA 90008
323-299-3800
323-299-3896 Fax

MINORITY BIDDERS

BULLETIN
16885 W. Bernardo Dr. #335
San Diego, CA. 92127
858-487-2600
858-487-3500 Fax

SMALL BUSINESS EXCHANGE

P. O. Box 190668
703 Market St. Ste. 1000
San Francisco, CA 94119-0668
1-800-800-8534
415-778-6250
415-778-6255 Fax

DAILY BREEZE

5215 Torrance Blvd.
Torrance, CA 90509
310- 540-5622
310-540-2819 Fax

LOS ANGELES TIMES 213-237-5000

CALIFORNIA CONTRACTS (310) 540-5511

GLENDALE NEWS PRESS together with Foothill Leader and Burbank Leader 818-637-3200

LOS ANGELES BUSINESS JOURNAL 323-549-5225

LONG BEACH PRESS TELEGRAM 562-499-1473

W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS 800-570-7070

THOMAS BID REGISTER 800-570-7070

CONSTRUCTION UPDATE 858-487-2600

SAMPLE OF ADVERTISEMENT

Requesting Sub-bids from Qualified MBE/WBE/OBE
Subcontractors/Vendors for:

PROJECT NAME

Owner: City of Los Angeles

Bid Date & Time

For information on the availability of plans and specifications and the bidder's policy concerning assistance to subcontractors in obtaining bonds, lines of credit, and/or insurance, please contact our office.

Bidder's Name

Address

Telephone Number and Fax Number

Contact Person

Proof of Publication of

**PROOF OF PUBLICATION AFFIDAVIT
(2015.5.C.C.P.)**

(Your firms name here)

STATE OF CALIFORNIA,
County of Los Angeles

Copy of Ad included
here

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the DEF News a newspaper of general circulation, printed and published 7 times weekly in the Cities of Los Angeles, Burbank & San Fernando, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, under the date of May 26, 1983, Case Number Adjudication # C349217; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

February 1, 2088

all in the year of 2088

I certify (or declare) under penalty of perjury that the forgoing is true and correct.

Dated at Woodland Hills,

California, this 5th day of February 2088

Jeremiah Brown

Signature

INDICATOR 5 – LETTERS TO POTENTIAL SUBS

- Letters must be sent to available MBEs, WBEs, and OBEs, not less than *10 calendar days prior* to the bid due date, for *each work area* listed in either Indicator 4 or Indicator 5.
 - Letters must be sent to *at least* 3 MBEs, 3 WBEs, and 3 OBEs for **EACH** of the work areas listed.
Consideration of the amount of firms available for each work area is also a factor for achieving the Indicator's points.
 - If you have difficulty locating MBEs, WBEs, or OBEs for any of your work areas, contact OCC at 213-847-2605 and ask for an SOE analyst for assistance, or send an e-mail to BCA.GFEHELP@LACITY.ORG.
 - OCC currently only accepts certification from the LA City, MTA, CalTrans, and other agencies under the California Unified Certification Program.
 - Letters must also be sent to those firms with whom you have had a previous working relationship and believe you may want to use on this contract.
 - In good faith, you must send letters to all available MBE, WBE, and OBE firms who may have an interest in bidding in the same specified work areas as the subcontractors/vendors with whom you have had a previous working relationship.
- Letters should contain:
 - City of Los Angeles project name
 - Specified work areas
 - Your company's name
 - Contact person's name
 - Contact person's address
 - Contact person's telephone number
 - Detailed information on availability of plans and specifications

- Bidder's policy concerning assistance in obtaining bonds, lines of credit, and insurance
- Please see Page 1 for notes on:
 - Calculating this Indicator's due date from the Project bid date
- To earn points you must:
 - Fax or Mail the letters on time
 - Include all requirements in the letter's language.
 - Submit copies of each of the letters sent or one master notification AND
 - If mailed: copies of the metered envelopes or certified mail receipts.
 - If faxed: copies of the fax transmittal confirmation sheet(s). No credit for error messages, busy, cancelled, etc.
 - No credit for information that is emailed.

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

Attn: Estimator
Construction Superstore
468 Los Feliz Blvd.
Los Angeles, CA 90014

Re: Request for sub bids

To Whom It May Concern:

ABC Corporation is a construction firm bidding on the project listed below:

Project: *(Insert Project Title)*
Bid Due Date: *(Insert Bid Date)*

We are seeking sub-bids from MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

ABC Corporation encourages all interested MBE, WBE, and OBE companies to contact us at least 1 day prior to the bid due date to review with us your proposed scope of work.

The plans, specifications, and copies of the bid proposal are available for review at our office at 1234 Broadway Ave, Suite 1400, Los Angeles, CA 90042 Monday through Friday, 8:00 am to 5:00 pm.

We are willing to assist all MBE, WBE, OBE subcontractors/suppliers in obtaining bonds, lines of credit, and/or insurance.

If you are interested in participating in this project, please contact Shirley Marin at (213)111-2222.

Sincerely,

Shirley Marin
Project Manager

** Transmit Conf. Report **

p.1

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We are seeking sub-bids from MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

ABC Corporation encourages all interested MBE, WBE, and OBE companies to contact us at least 1 day prior to the bid due date to review with us your proposed scope of work.

The plans, specifications, and copies of the bid proposal are available for review at our office at 1234 Broadway Ave, Suite 1400, Los Angeles, CA 90042 Monday through Friday, 8:00 am to 5:00 pm.

We are willing to assist all MBE, WBE, OBE subcontractors/suppliers in obtaining bonds, lines of credit, and/or insurance.

If you are interested in participating in this project, please contact Shirley Marin at (213)111-2222.

Sincerely,

Shirley Marin
Project Manager

SAMPLE OF METERED ENVELOPE

Your Company Name Street/P.O. Address City, State, Zip Code	Metered Stamp Here
Potential Subcontractor/Vendor Street/P.O. Address City, State, Zip Code	

Metered date must be readable.

Indicator 5: Breakdown of Subcontractors/Vendors Outreached

Work Area	Subcontractors/Vendors Outreached		
	MBE	WBE	OBE
# 1	(Insert names of MBE companies outreached for specified work area #1)	(Insert names of WBE companies outreached for specified work area #1)	(Insert names of OBE companies outreached for specified work area #1)
# 2	(Insert names of MBE companies outreached for specified work area #2)	(Insert names of WBE companies outreached for specified work area #2)	(Insert names of OBE companies outreached for specified work area #2)

INDICATOR 6 – FOLLOW UP TO LETTERS

- You must document all efforts to follow up the initial solicitations made in Indicator #5 by contacting ALL subcontractors/vendors to whom you sent letters, not less than 3 calendar days prior to the project's bid due date.
- To earn points, you must call *after the letters have been sent and before the deadline*, and submit a telephone log that includes the following information:
 - Project name
 - Name of person placing the call
 - Name of Company called
 - Contact person's name
 - Date of call
 - Time of call
 - Result of conversation
- You must follow up at least once with all subcontractors/vendors with whom you left messages.

Things that will be considered:

- Were your calls made during the lunch hour or too late in the work day?
- Did you make a second follow up call with all companies with whom you left a message?
- Review the result of conversation. If a subcontractor/supplier had offered to provide a quote but does not, you have to follow up.

Indicator 6: Telephone log

Project Title:								
Name of Person Placing the Calls:								
Work Area :								
					Please select one			
Date	Time	Company Name	Phone Number	Contact Person	MBE	WBE	OBE	Result of Conversation

INDICATOR 7 – PLANS

- You must provide detailed information on how, where, and when interested subcontractors can obtain the plans and specifications for the project.
 - Sample text
 - The plans, specifications, and copies of the proposal are available for viewing at our office at (*Insert your address here*) during our office hours (*Insert your hours here*).
 - Plans and specifications are available at (*Insert City office location where they may be obtained*).
 - Plans and specifications are available for download at www.labavn.org
- To earn points you must include the above information in Indicator 4 (Advertisement) or Indicator 5 (Letters to Potential Subs)

INDICATOR 8 – OUTREACH ORGANIZATION LETTERS

- Letters must be sent to outreach agencies, not less than *15 calendar days prior* to the bid due date, requesting assistance in recruiting MBEs, WBEs, and OBEs.
- Letters should be sent to all the listed agencies and must contain:
 - The specified work areas
 - City of Los Angeles project name
 - The bidder's name
 - Contact person's name
 - Contact person's address
 - Contact person's telephone number
- To earn points you must:
 - Include language stating a recruitment of MBEs, WBEs, and OBEs.
 - Include the specified work areas
 - Fax or Mail the letters on time
 - submit copies of each of the letters sent or one master notification AND
 - If mailed: copies of the metered envelopes or certified mail receipts.
 - If faxed: copies of the fax transmittal confirmation sheet.
 - No credit will be given if information is e-mailed.
- Calculation of 15-day deadline – see Page 1.
 - Letters must be faxed or sent 15 calendar days prior to the bid due date

RECRUITMENT/PLACEMENT ORGANIZATIONS (revised 1/25/08)

Mayor's Office of Housing and Economic Development
Minority Business Opportunity Center (MBOC)
Attn: Linda Smith, Executive Director (Linda.smith@lacity.org)
200 N. Spring Street, 13th floor
Los Angeles, CA 90012
(213) 978-0671; FAX (213) 978-0690
<http://www.lamboc.org>

National Center for American Indian Enterprise Development (NCAIED)
Attn: Linda Harris, Management Consultant (Linda.harris@ncaied.org)
11138 Valley Mall, Suite 200
El Monte, CA 91731
(626) 442-3701; FAX (626) 442-7115
<http://www.ncaied.org>

Latin Business Association (LBA)
Attn: Larissa Ordac, Operation manager (lordac@lbausa.com)
120 South San Pedro Street, Suite 530
Los Angeles, CA 90012
(213) 628-8510; FAX (213) 628-8519
<http://www.lbausa.com>

Black Business Association (BBA)
Attn: Earl "Skip" Cooper, CEO
P.O. Box 43159
Los Angeles CA 90043
(323) 291-9334; FAX (323) 291-9234
mail@bbala.org
<http://www.bbala.org>

Asian Business Association (ABA)
Dee Castro, Administrative Assistant
120 S. San Pedro Street, Suite 523
Los Angeles, CA 90012
(213) 628-1ABA
(213) 628-3222 Fax
info@aba-la.org
www.aba-la.org

Engineering Contractors' Association (ECA)
Attn: Anna Jimenez, Administrative Assistant (ajimenez.eca@verizon.net)
8310 Florence Avenue
Downey, CA 90240
(562)861-0929; FAX (562) 923-6179
www.ecaonline.net

The National Association of Minority Contractors (NAMC)
Attn: Kevin Ramsey, Executive Director
P.O. Box 43307
Los Angeles, CA 90043
(323) 296-8005; FAX (323) 296-8381
www.namcsc.net

National Association of Women Business Owners (NAWBO)
Attn: Joyce Lee, Executive Director
900 Wilshire Blvd., Suite 404
Los Angeles, CA 90017
(213) 622-3200; FAX (213) 622-6659
<http://www.nawbola.org>
info@nawbola.org

ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

David Mora, Director
Mayor's Office of Housing and Economic Development
Minority Business Opportunity Center
200 N. Spring Street, 13th flr
Los Angeles, CA 90012

Re: Requesting ~~for~~ assistance in obtaining qualified MBE, WBE, OBE subcontractors/vendors

Dear David Mora:

ABC Corporation is a construction firm bidding on the project listed below:

Project: *(Insert Project Title)*
Bid Due Date: *(Insert Bid Date)*

We are seeking your assistance in recruiting qualified MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

Please forward any information you may have regarding any MBE, WBE, OBE firms that might be interested in working on this project to our office via FAX at (213) 111-2223. Please contact Shirley Marin for any information or questions.

Sincerely,

Shirley Marin
Project Manager

** Transmit Conf. Report **

p.1

January 15, 2088 08:12

Fax/Phone Number	Mode	Start	Time	Page	Result
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ABC Corporation

1234 Broadway Ave. Suite 1400, Los Angeles, CA 90042

January 15, 2088

David Mora, Director
Mayor's Office of Housing and Economic Development
Minority Business Opportunity Center
200 N. Spring Street, 13th flr
Los Angeles, CA 90012

Re: Requesting assistance in obtaining qualified MBE, WBE, OBE subcontractors/vendors

Dear David Mora:

ABC Corporation is a construction firm bidding on the project listed below:

Project: *(Insert Project Title)*
Bid Due Date: *(Insert Bid Date)*

We are seeking your assistance in recruiting qualified MBE, WBE, OBE subcontractors, and material and/or equipment suppliers in the areas of work included in, but not limited to, those listed below:
(List specified work areas here)

Please forward any information you may have regarding any MBE, WBE, OBE firms that might be interested in working on this project to our office via FAX at (213) 111-2223. Please contact Shirley Marin for any information or questions.

Sincerely,

Shirley Marin
Project Manager

INDICATOR 9– NEGOTIATION IN GOOD FAITH

- All quotes received must be submitted with the GFE documentation
 - Include all bids for areas of work that were not indicated in the outreach.
 - Include all quotes from both certified and non-certified subcontractors and suppliers (MBEs, WBEs, and OBEs).
 - Sub bid dollar amounts **MUST** match the bid-listed dollar amounts. The Summary Sheet dollar amounts must also match these amounts.
 - All dollar amounts and scopes of work on the sub bid must not be altered by the prime bidder. If a revision is necessary, a revised quote from the sub must be obtained.
 - All verbal quotes received **MUST** be substantiated by a corresponding hard quote from the subcontractor/vendor and submitted **WITH** the GFE documentation.
- All bid-listed subcontractors/vendors must be represented in the GFE documentation.
 - If they were not sent a letter, please detail in the comments section of the summary sheet how these subcontractors/vendors came to submit a bid.
- To earn points you must
 - Submit all quotes received as well as any revised and follow-up hard quotes where necessary.
 - Submit a detailed summary sheet which includes a breakdown of the subcontractors/vendors who responded and their corresponding work areas, listing the quoted amounts, the selected subcontractor/vendor, and the reasons for selection and non-selection.

Some considerations:

- If you decide to self-perform a specified work area, you must submit a self quote with your GFE documentation to show that your price is competitive to that of the subcontractors who responded to your outreach.

- You are NOT required to select any subcontractor/vendor based solely on their certification status. Your decision to select a subcontractor should be based on the subcontractor's bid amount and/or qualifications.
- Although you may not be required to bid list all the selected subcontractors/vendors, you must indicate a selection for each work area ON THE SUMMARY SHEET. This must include any self-performed areas.
 - However, if the amount of the subcontract is greater than $\frac{1}{2}$ of 1% of the contract amount or \$10,000 (whichever is greater), you are required to bid list that subcontractor.
 - You are not required to bid list vendors/suppliers regardless of the value of the contract, unless, MSM credit is desired.

Indicator 9: Summary Sheet

Project name:						
Work Area #1: Demolition						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
ABC Demo Co.	Y		\$	\$19,000.00	Y	Selected/Lowest Most Complete Bid
XYZ Demo Co.	Y		\$	\$15,000.00	N	Did not select/Excludes ____
Blue Company	Y		\$	\$ 21, 000.00	N	Did not select/Complete, but bid too high
			\$	\$		
			\$	\$		
Work Area #2: Landscaping						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
Mary's Landscaping	Y		\$	\$49,124.00	Y	Selected, lowest price and included backflow preventer
Landscape, Inc.	Y		\$	\$42,800.00	N	Did not select/Although lowest bid, did not include backflow preventer
Ed's Sprinkler & Landscape	Y		\$	\$66,118.00	N	Did not select/Bid too high
			\$	\$		
			\$	\$		
			\$	\$		

Work Area #3: Electrical						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
Tony's Electric Company	Y	50	\$1,301.00	\$65,050.00	N	Did not select/Bid too high
Elliot's Electrical Service	Y	50	\$1,265.40	\$63,270.00	N	Did not select/Bid too high
Your Own Company		50	\$1,186.64	\$59,332.00	Y	Will Self-Perform

Indicator 9: Summary Sheet

Project name:						
Work Area #1:						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
Work Area #2:						
Company Name	Sent Letter Y/N	Qty	Unit Price	Total / Base Bid	Selected Y/N	Reason for selection or non selection
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		
			\$	\$		

Additional Information:

- GFE documentation must be submitted within 3 City working days after the day bids are received (only one copy should be submitted, bound separately, and clearly labeled as a GFE package for: *Project name*).
- The person putting together the GFE package may call or e-mail our office with any questions they may have. We have a very high success rate among those that have called for assistance.
- Although points are assigned to each GFE indicator, the indicators are graded on a pass/fail basis.
- The minimum passing score is 75 of 100 Good Faith Effort points or the bid is deemed non-responsive
- Nothing set forth in this guide supersedes the information stated in the project bid specifications.

FEDERAL LABOR STANDARDS PROVISION

Applicability: 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. Minimum Wages. All laborers and mechanics employed or work-ing upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). 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 (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 Part 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 pay records accurately set forth the time spent in each classification in with work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(X) and the Davis-Bacon poster (wh-1321) shall be posted at all times by the contractor and its subcontractors at the site of the in a prominent and accessible, place where it can be easily seen by the workers.

(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 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 within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget order 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 with 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within 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)(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.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is no 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.

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 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 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 a accrued payments or advances as may be considered necessary to pay laborers and mechanic, 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 mechanics including apprentice, trainee or helper, employed or working on the site of the work(or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number or 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 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made

and actual wages paid. Whenever the Secretary Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in 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 in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017).

(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 Part 5.5(a)(3)(1). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock number 029-005-00014-1), U.S. Government Printing submission of copies of payrolls by all subcontractors. (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 maintained under 29 CFR Part 5.5 (a)(3)(1) 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 with in 29 CFR Part 3:

(3) That each laborer or mechanic has been paid not less than the applicable wage rated 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 paragraph A-3. (i) (b) of this section.

(d) The falsification of any of the above certification 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 paragraph A.3(i) of this section 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 Part 5.12

4. (1) Apprentices and Trainees. 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

providing benefits under a plan or gram describewhich show that the commitment to provide such

Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with State Apprenticeship Agency recognized by the bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen of 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 journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at you not 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 classification, fringes shall be paid in accordance with the provision 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 Bureau of Apprenticeship and Training. Or a State Apprenticeship Agency recognized by the Bureau, 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.

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 that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the specified in the approved program for the trainee's level of progress. Expressed as a percentage of the journeyman hourly rate specified in a 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 this part 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 requirement of 29 CFR Part 37. Contracts 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 rules and interpretations of the Davis-Bacon and Related Acts contained in CFR Parts 1.3 and 5 are herein incorporated by reference in this Related Act.

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. "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 **are** proceeding or has testified or ie 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 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives com-

which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and sure other clauses as HUD or its designee may by appropriate instruction require 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 29 CFR Part 5.5.

penation at a rate not less than one and one-half times the basic rate of pay for all hours worked or in excess of forty hours in such workweek whichever is greater.

(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 therefor 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 forty 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 contractor 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 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 included 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

(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 (formerly part 1518) 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).

(3) The Contractor shall include the provisions of this Article 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 provision.

Project Name: _____

Project Address: _____

**CONTRACTOR’S ACKNOWLEDGMENT OF RECEIPT
OF HUD 4010**

The Contractor certifies receipt of HUD 4010: “Federal Labor Standards Provisions”.

The Contractor agrees to abide by the requirements set forth therein in connection with any funds that may be made by the Government pursuant to the Contractor for Construction.

Signature

Date

Title and Company

PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C. TITLE 18, SEC. 1001, provides:

“whoever, in any matter within jurisdiction of any department or agency of the United State knowingly and willfully falsifies . . . or makes any false, fictitious, or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000, not imprisoned not more than five years or both.”

Name of Contractor

Signature of Authorized Representative

Address

Date

City/State/Zip

Telephone Number

License Number

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

**CERTIFICATION BY CONTRACTOR/SUBCONTRACTOR
COMPLIANCE WITH STATE AND FEDERAL WAGE DECISIONS**

Project Name: _____

Project Address: _____

Owner's Name: _____

The Contractor certifies that not less than the higher of prevailing wages, for journey and apprentice classifications as determined by the Federal Wage Decision Number _____ with Modification Numbers _____ and the State of California general Prevailing Wage Determination issued by the Department of Industrial Relation Basic Trade Rate Index: _____ will be paid on the above referenced project. The contractor also agrees that only journeyman and apprentice classification rates will be used to pay construction workers ,as defined by the Federal government, on this project.

The Contractor further certifies that the above referenced Wage Decision and modifications have been provided to me and that, it is understood that if any changes to the wage decisions or modifications occur before ten (10) days of the date of bid closing, that such changes will be effective on this project. Also, if contract award and/or execution of contract agreement and issuance of a Notice to Proceed does not occur within ninety (90) days of opening of bids, all changes to the wage decisions and modifications up to the time of start of work will be effective for this project.

For projects on which contracts are negotiated, the above wage decisions and modifications are used only as a guidance, and the Contractor certifies that all changes to the wage decisions and/or modifications that may occur up to the time of starting of work will be effective.

Name of Contractor

Signature of Authorized Representative

Address

Date

City/State/Zip

Telephone Number

License Number

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

INSURANCE REQUIREMENTS FOR BIDDERS ON CONSTRUCTION PROJECTS FOR CITY'S GRANT-FUNDED AGENCIES

Coverage must be in force and approved by City prior to commencing work and must be maintained in force for the duration of the construction (new, remodel, rehabilitation or renovation) project.

<u>Coverage</u>	<u>Minimum Limits**</u>
A. WORKERS' COMPENSATION/ EMPLOYERS LIABILITY	Statutory \$500,000
X Waiver of Subrogation ¹	¹ requested if work is performed on premises owned, owned, leased or operated by the City
B. GENERAL LIABILITY Including coverage for:	\$1,000,000 Combined Single Limit, per occurrence, \$1,000,000 annual aggregate
X Premises and Operations	
X Contractual Liability	
X Independent Contractors	
X Products and Completed Operations	
X Collapse and Underground ²	² required only for excavation, trenching deeper than 24" or underground work
C. AUTOMOBILE LIABILITY Including coverage for:	\$300,000 Bodily Injury, to any one person, \$500,000 Bodily Injury, per occurrence, \$100,000 Property Damage per occurrence
X Owned Autos	or
X Non-owned/hired autos	\$750,000 Combined Single Limit, per occurrence
D. SURETY BONDS (All bonds must include Dual Obligee Rider)	
X Labor and Materials	Original project amount plus any changes at full value
X Performance	Original project amount plus any changes at full value
E. COURSE OF CONSTRUCTION	
X All Risk Builder's Risk	To cover replacement value cost of materials and/or existing structures at risk (Installation Floater acceptable)
X Earthquake ³	³ for new construction only; amount individually determined
X Flood ⁴	⁴ for new construction only; amount individually determined

INSURANCE REQUIREMENTS FOR BIDDERS ON CONSTRUCTION PROJECTS FOR CITY'S GRANT-FUNDED AGENCIES (cont'd)

Notes and Conditions:

1. **Workers' Compensation/Employer's Liability** insurance is not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if contractor has *any* employees at *any* time during the period of the contract.
2. **Automobile Liability** proof of insurance is required only where contractor uses vehicles in performing the work of the agreement (e.g., transporting passengers or equipment) or where they are used off-road on city premises; not required for simple commuting.
3. **All Policies** shall provide a minimum **30-day notice of cancellation** directly to the City in the event the insurance company elects to cancel or to reduce the coverage or limits (except for the operation of an aggregate limit) prior to the policy expiration date. **Evidence of coverage** is to be provided on City Special Endorsement Forms, copies of full policies or other documents acceptable to City Attorney; Certificates of Insurance alone are not acceptable as proof of insurance. Self-Insured Retentions are subject to approval of Contractor's financial statement.
4. **All Third Party Liability Insurance** shall include the City and employing Agency as **additional insureds** for vicarious liability arising from Contractor's or subcontractor's acts or omissions on the job.
5. **Low Cost Alternative** for most projects, the City's **SPARTA** Insurance Program is available to comply with Workers' Compensation, General Liability and Excess Auto Liability requirements at Contractor's option. For details, call (800) 420-0555 (Municipality Insurance Services).
6. **Surety Bonds** shall be obtained from companies approved by the federal government. A list of federally approved companies will be provided by the City upon request. Exception: bonds for amounts not exceeding \$50,000 may be obtained from companies "admitted" to write bonds in California (i.e., regulated by the California Insurance Commissioner) even though the company may not be approved for federal projects.

**Higher limits may be required for large projects or projects with unusual hazards.

INSURANCE REQUIREMENTS

for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles
(FOR INFORMATION ONLY - DO NOT RETURN THIS PAGE TO THE OWNER)

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

- x Worker's Compensation (statutory)/Employer's Liability \$1,000,000
 - Broad Form All States Endorsement Jones Act
 - Voluntary Compensation Endorsement
 - Longshore and Harbor Worker's Compensation Act

- Aircraft Liability \$ _____
- x General Liability \$ 1,000,000
 - Passenger Liability (per seat)
 - x Premises and Operations
 - x Contractual Liability
 - x Independent Contractors
 - x Products/Completed Operations
 - x Broad Form Property Damage
 - x Personal Injury
 - x Broad Form Liability Endorsement
 - Watercraft Liability
 - Incidental Medical Malpractice
- Aviation/Airport Liability \$ _____
- Automobile Liability \$1,000,000
 - Explosion Hazard
 - x Collapse/Underground Hazard
 - Garagekeeper's Legal Liability
 - Hangarkeeper's Legal Liability
 - x Owned Automobiles
 - x Non-owned/Hired Automobiles
 - Hookup (limited)

- Professional Liability (Errors and Omissions) \$ 1,000,000
Discovery period: 12 months

- x Property Insurance \$ 1,000,000 Fine Arts Floater \$ _____ Fire Legal Liability

_____ % Co-insurance	Actual Cash Value	X Replacement Value	
x All Risk Coverage		Boiler & Machinery	Agreed Amount
x Fire and Extended Coverage		Debris Removal	
x Vandalism & Malicious Mischief		Sprinkler Leakage	
Flood \$ _____		Windstorm	
Earthquake \$ _____			

- Crime Insurance

Comprehensive Dishonesty Disappearance & Destruction	Blanket Crime	\$
--	---------------	----

- Fidelity Bond

Blanket Position	Commercial Blanket	\$
------------------	--------------------	----

- Owner's Protective Liability \$ _____

- Ocean Marine Liability \$ _____

Protection & Indemnity	Jones Act	Inchmaree
Running Down Clause	Wharfinger' Liability	Charterer's Legal Liability
Pollution	Ship Repairer's Liability	

Notes:

**CERTIFICATION BY CONTRACTOR
COMPLIANCE WITH CLEAN 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 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 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 foregoing 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 the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 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, EPS, 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 that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) 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.

AUTHORIZED SIGNATURES:

(Individual)

(Company)

(Co-Partner)

Name of Firm)

(Corporate Officer)

(Name of Corporation)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

Contract Provisions Required by Federal Law or Owner Contract With the U.S. Department of Housing and Urban Development

OMB Approval No.2577-0015 (emp. 7/31/98)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (F).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such covered by this Agreement . The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specification. In accordance with 24 CFR 85.36 (c)(3)(i) and contract agreements between the Owner and HUD the Design Professional shall not required the use of serials, products or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design the Projects (24 CFR 968.235,905.260 and 905.639), the Design Profession shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26 (i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, paper, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements. Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) required that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part of federal regulations (24 CFR 85.36 (b) and Contract agreement between the Owner the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, Or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the

firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties., sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employee, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contracts, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one years thereafter has any interest, direct or indirect .If any such present or former member, officer, or employee or the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government , may waive the prohibition contained in this subsection: Provided, that any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relation to such contract, subcontract, or arrangement.

1.8 Disputes, In part because of HUD regulations (24 CFR No member officer or employee of the Owner, no member of governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter shall have any interest direct or indirect in this contract or the proceeds thereof.

85.36(i)(I) this Design Professional Agreement unless it is a small purchase contract has administrative contractual or legal remedies for instances where the Design Professional violates or breaches Agreement terms and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2). This Design Professional Agreement unless it is for an amount of \$10,000 or less has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract

agreement between the Owner and HUD no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit of arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction.. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contract and Financial Transactions Act, Section 1352 of Title 31 U.S.C. provides in part that no appropriated funds may be expended by recipient of a federal contract grant loan or cooperative agreement to pay any person included the Design Professional for influencing or attempting to influence an office or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant the making of any federal loan the continuation renewal amendment or modification of any federal contract grant loan or cooperative agreement.

1.12 Employment Training and Contracting Opportunities for Low-Income Persons Section 3 of the Housing and urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3 shall to the greatest extent feasible be directed of low- and very low- income persons particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD'S regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract. The parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative Of contractor's commitment under this section 3 clause and will copies of the notice in conspicuous places at the work site when employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference shall set forth minimum number and job titles subject to hire availability of apprenticeship and training positions the qualifications for each: and the name and location of the person(s) taking application for each of the position: and the anticipated date the work shall begin

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135. And agrees to take appropriate action as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will nor subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulation in 24 CFR part 135.

E. The contractor will certify that any vacant employment position Including training positions that are filled (1) after the contract is selected but before the contract is executed and (2) with person other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed were not filled to circum vert the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135

your Result in sanctions termination of this contract for defa debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 Covered Indian housing assistance section 7(b) of the Indian self-Determination and Education Assistance Act (25 U.S.C. 450E) also applies to the work to be performed under this contract Section requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible but not in derogation of compliance with section 7(b).

H. Pursuant to 24 CFR 905.170 (b) compliance with Section 3 requirements shall be to the maximum extent consistent with but not in derogation of compliance with section 25U.S.C. section 450e (b) when this law is applicable.

1.13 Indisn Preference in Indian Housing Authority Contracts pursuant to 24 CFR section 905.165 and Federal law the design Professional shall provide Indian preference in its contracting training and employment practices when this contract is w Indian Housing Authority and shall incorporate the for the language into all of its subcontracts:

(i) The work to be performed under this contract is on a project subject to section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e (b). Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for working and employment shall be given to Indians and (iii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

(ii) The parties to this contract shall comply with the provisions of said section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450e (b) and all HUD requirements adopted pursuant to section 7(B)

(iii) In connection with this contract the parties shall to the greatest extent feasible give preference in the award of any subcontracts to Indian organization and Indian-owned Economic Enterprises and preferences and opportunities for training and employment to Indians.

(iv) This section 7(b) clause shall be incorporated into every subcontract in connection with the project.

(v) Upon a finding by the IHA or HUD that any party to the contract is in violation of the section 7(b) clause said party shall at the direction of the IHA take appropriate remedial action pursuant to the contract.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(I)(12) and federal law the Design Professional shall comply with applicable standards orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1857h-4 transferred to 42 USC, 7607 section 508 of the Water Act (33 U.S.C. 1368) executive Order 11738 Environmental Protection Agency regulations (40 CFR part 15) on all contracts subcontracts and subgrants of amounts in excess of \$100.00.

1.15 Energy Efficiency Pursuant to Federal regulations (24 C.F.R 85.36(i) (13) and Feral law, except when working on an Indian housing authority Project on an Indian reservation the Design professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the stat energy conservation plan issued in compliance with Energy policy and Conservation Act (Pub.L. 94-163 codified at 42U.S.C.A. 6321 et. Seq.)

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42U.S.C. 1437J) the Design Professional Shall pay not less than the wages prevailing in the locality as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD to all architects, technical engineers, draftsmen and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian housing Authority Contracts Pursuant to 24 CFR section 905.115 (b) title Vi of the Civil Rights Act of 1964 (42 U.S.C. 2000D-2000D-4) which prohibits discrimination on the basis or race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620) which prohibits discrimination based on race, color religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

SECTION 3 REQUIREMENTS

FOR ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS WITH VALUES EXCEEDING \$100,000

Section 3 Requirements form must be completed in full and signed.

When there is an item on the form that is not applicable to your business, please indicate with "N/A". Please instruct all subcontractors to fill in all information.

Please read Certification (on next page) very carefully.

It is the responsibility of the contractor to assure that its subcontractors make every good faith effort to comply.

If there are any questions regarding the forms in Section 3 Requirements, please contact CDD at (213) 744-9017.

SECTION 3 CLAUSE

- A. The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall to the greatest extent feasible be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

THIS FORM MUST SUBMITTED WITH THE SEALED BID

- G. With respect to work performed in connection with Section 3 Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

The Contractor/Subcontractor by his/her signature(s) affixed hereto declares under penalty or perjury that he/she has read the City's Section 3 requirements contained on pages 61 through 69 thereof and accepts all the City's requirements contained therein for all of his/her operations within the City of Los Angeles relating to the Project.

AUTHORIZED SIGNATURES:

(Individual)	(Company)	(Date)

(Co-Partner)	(Name of Firm)	(Date)

(Corporate Officer)	(Name of Corporation)	(Date)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

SECTION 3 CERTIFICATION

GENERAL PROVISIONS OF SECTION 3

Section 3 of the Housing and Urban Development Act of 1968 (132 U.S.C. 1701ui) (Section 3) (See pg. 77) was enacted to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low- income persons.

During the performance of this contract, the contractor certifies and represents that the contractor and its tier subcontractors will adhere to all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, specifically, as it relates to providing training and employment opportunities for Section 3 residents and contracting opportunities for Section 3 business concerns who reside in the service area in which the Section 3 covered construction project is located.

For all construction contracts and subcontracts with a total value of HUD assisted Section 3 funds which exceeds \$100,000 the contractor certifies that the contractor will adhere to the following HUD required mandates:

1. Order of Preference When Recruiting and Selecting to fill available positions.
 2. Use of Skills Required in Connection With Section 3 Project.
 3. Definitions
 - a. Section 3 Area
 - b. Section 3 Area Resident
 - c. HUD Youth Build Program
 - d. Section 3 Business Concern
 - e. Business Concern
 4. Section 3 Economic Opportunity Plan
- A. ORDER OF PREFERENCE WHEN RECRUITING AND SELECTING TO FILL AVAILABLE POSITIONS
1. Training and Employment Opportunities - Section 3 Resident
 - a. Section 3 residents residing in the service area where the project is located. (Category 1 residents)
 - b. Participants in HUD Youth Build Programs. (Category 2 residents)

- c. Where the project is assisted under the Steward B. McKinley Homeless Assistance Act (42 U.S.C. 11301 et. seq.) Homeless residents in the service area or neighborhood where the project is located shall be given highest priority.
 - d. Other Section 3 residents.
 - e. Recipients of government assistance for housing, including recipients of certificates or vouchers under Section 8 Housing assistance program within the service area or neighborhood where the Section 3 covered project is located. (The recipient is required to submit evidence of eligibility for this preference and must meet employment qualifications and must demonstrate ability to perform according to the construction contract.)
2. Contracting Opportunities - Section 3 Business Concerns
- a. Section 3 business concerns that provide economic opportunities for Section 3 residents. (Category 1 businesses)
 - b. Applicants selected to carry out HUD Youth Build Programs. (Category 2 businesses)
 - c. Other Section 3 business concerns.

(Proof of eligibility as a Section 3 business concern and proof of ability to complete the contract are required.)

B. USE OF SKILLS REQUIRED IN CONNECTION WITH SECTION 3 PROJECTS

Contractors and subcontractors shall make a good faith effort to target recruitment and selection of Section 3 area residents and business concerns such that available positions in training and employment and contracting in connection with the project are filled with the following job skills:

- 1. ALL LEVELS OF LABOR AND TRADE JOBS
- 2. MANAGEMENT AND ADMINISTRATIVE JOBS (including architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups, and jobs directly related to administrative support of these activities, e.g., construction managers, relocation specialist, payroll clerk, etc.
- 3. PROFESSIONAL SERVICE CONTRACTS
- 4. CLERICAL
- 5. MAINTENANCE
- 6. SERVICE RELATED JOB

C. DEFINITIONS

1. Section 3 Area

For the purpose of training and employment, the primary Section 3 covered project area is the area in closest proximity to the actual project work site within the U.S. Census tract in which the project is located.

2. Section 3 Area Resident

A Section 3 Area Resident as (defined by the Assistant Secretary Fair Housing and Equal opportunity) is:

- a. Any low income person residing within Section 3 Area, whose total family income does not exceed 80% of the median income of the Metropolitan Statistical Area in which the project is located;
- b. Any very low income person whose total family income does not exceed 50% of the median income of the Metropolitan Statistical Area in which the project is located.

3. HUD Youth Build Program

A program that receives assistance under subtitle D of Title IV of the national Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (40 U.S.C. 12899), and provides disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low-and very-low income families.

4. Section 3 Business Concern

Where 51 percent or more businesses are owned by Section 3 Residents; or whose permanent, full time employees include persons, at least 30 percent of whom are currently Section 3 Residents, or within three years of the date of first employment with the business concern were Section 3 Resident.

5. Business Concern

A business entity formed in accordance with State law, and which is licensed under state, county or municipal law to engage in the type to business activity for which it was formed.

**CERTIFICATION FOR CONTRACTS
SECTION 3**

THE CONTRACTOR, SUBCONTRACTOR, BY HIS/HER SIGNATURE(S) AFFIXED HERETO DECLARES UNDER PENALTY OF PERJURY THAT:

1. He/She has read the Los Angeles City Section 3 Certification Requirements contained herein for construction contractors and subcontractors.
2. He/She shall accept the employment and subcontracting activity requirements contained therein for all his/her operations within the applicable Section 3 recruitment area which is defined by the U.S. Census Tract and/or CIPA in which the project is located.
3. He/She shall make good faith efforts to recruit and select area residents and award sub-contract(s) to Section 3 area business concerns (Section 3 business concerns are those concerns which are located in Section 3 Community Improvement Planning Area and whose ownership or workforce contain a substantial portion of Section 3 area residents or who will provide evidence of good faith efforts to subcontract in excess of 25% of the total dollar award of all subcontracts to business concerns who meet Section 3 qualifications).

AUTHORIZED SIGNATURES:

(Individual)	(Company)	(Date)
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(Co-Partner)	(Name of Firm)	(Date)
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(Corporate Officer)	(Name of Corporation)	(Date)
---------------------	-----------------------	--------

Project Name: _____

Project Address: _____

Person signing must be authorized by contractor to carry out the Contractor's Section 3 Area Economic Opportunity Plan.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

HUD SECTION 3 ECONOMIC OPPORTUNITY PLAN

Project Name: _____

Project Address: _____

Date: _____

Contractor/Subcontractor: _____

1. Description of Section 3 project boundaries
 - a. Recruit/select new hires, subcontract with Section 3 business concerns, or other business concerns and purchase materials and supplies from suppliers from within the target areas as follows:

FIRST CHOICE: Within the local neighborhood where the project site is located. The local neighborhood is bounded by Census Tract #_____. (Refer to the 1990 Thomas Guide, Census Tract Information.)

SECOND CHOICE: Within the target Community Improvement Planning Area (CIPA) #_____. (See attached CIPA maps for number.) The second choice should only be used when unsuccessful attempts were made at the census tract level.
2. Minimum Numerical Goals for recruiting new hires from Section 3 Residents:
 - a. 10% of the aggregate # of new hires for the current fiscal year (one year period). Each succeeding FY of the contract term this figure will increase by 10% of the aggregate # of new hires.
3. Minimum Numerical Goals for Subcontracting With Section 3 Business Concerns: (businesses owned by low and very low-income persons or businesses that substantially employ low and very low-income persons.)
 - a. 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with the construction project, and
 - b. At least 3% of the total dollar amount of all other Section 3 contracts.

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

1. Identify Total Numerical Goals for filling available job slots: (The general contractor may jointly reach the 10% goal with hires by the subcontractors.)

	# Positions Required for job	Section 3 Area Residents	HUD Youth Build Program	Section 3 Business Concern	Other Business Concerns	Total
NEW HIRES						
All Trades/Craft						
Trade/Trainee						
Admin./Mgmt.						
Clerical						
All service related jobs (ie., Carpet installer)						
Maintenance						
Proj. Services Agreement						
Subcontractors						

5. List of Sources and Methods of Recruitment for Section 3 New Hires.
6. List State approved apprenticeship programs to be utilized, if any.
7. List L.A. City-Private Industry Council PIC/other programs to be utilized, if any
8. List of all suppliers, subcontracts, vendors and service providers to be utilized who are located within the designated C.I.P.A. Area- (Community Improvement Planning Area No. 1). Include name, contract person, telephone and address.

You may use additional sheets to complete Section 3 Economic Opportunity Plan)

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

ATTACHMENTS

GENERAL PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

- (a) “Agency”: That non-profit corporation or project site owner named Boys and Girls Clubs of the Los Angeles Harbor or its authorized representative.
- (b) “Contractor”: The person, firm or corporation to whom this Contract is awarded by the Agency and who is a party thereto.
- (c) “Subcontractor”: Any person, firm or corporation, other than an employee of the Contractor, supplying for and under agreement with either the Contractor or any subcontractor of the Contractor, labor or materials, or both, with this Contract.
- (d) “Project”: The structure or improvement to be constructed in whole or in part through the performance of this contract.
- (e) “Plan” or “Plans”: Any and all plans, maps, profiles, drawings, sketches, charts, specifications or schedules furnished by the Agency, and on which are detailed or delineated the location or instructions regarding the work to be done.
- (f) “Work”: Labor or materials, or both; or the complete Contract work.

2. NOTICE

Any notice required to be given to the Contractor may be given by delivering said notice, or a copy thereof, to the Contractor in person. If he cannot be found with reasonable diligence, the posting of a copy of said notice in a conspicuous place at the site of the work shall be sufficient.

3. AUTHORITY OF THE AGENCY

The Agency shall decide, within the provision of the Plans, all questions which may arise concerning the quality or acceptability of materials furnished or work provided.

4. ADDENDA AND BULLETINS

Any Addenda or Bulletins issued during the time of bidding shall form a part of the Instructions to Bidders, drawings, or specifications; shall be reflected in the Contractor’s proposal; and shall be part of the Contract.

5. MANDATORY PROVISIONS

Any mention or indication on the plans for this Work or articles, materials, operations, or methods requires that the Contractor provide each item mentioned or indicated, or quality or subject to qualifications noted; perform, according to conditions stated, each operation prescribed; and provide therefore, all necessary labor, equipment and incidentals, even though such mention of articles, materials, operations, methods, quality, qualifications or conditions is not expressed in complete sentences.

6. INTERPRETATION OF PLANS

- (a) Every part of the Work, as shown on the drawings and described in the specifications, must be complete and finished. No deviations are to be made from the drawings or specifications without previous written authorization from the Agency.
- (b) 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.
- (c) The drawings must 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.
- (d) In the case of differences between the specifications and the drawings, the specifications shall govern.

7. ACCURACY OF PLANS

- (a) Omissions from the plans and specifications shall not relieve the Contractor from the responsibility of furnishing, making or installing all items required by law.
- (b) The plans show conditions as they are supposed or believed by the Agency to exist. It is not intended or to be inferred that the conditions as shown thereon constitute a representation or warranty, expressed or implied, that such conditions are actually existent.

8. REFERENCE TO TRADE NAMES

- (a) Whenever in the specifications, any material or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material or process desired, and shall be deemed to be followed by the words "or equivalent".
- (b) If the Contractor shall submit for approval a material which, in the opinion of the Agency, is inferior to that specified, it shall be incumbent upon the Contractor to furnish sufficient evidence to support his claim of equality.

9. FAMILIARITY WITH PLANS AND SPECIFICATIONS

- (a) It shall be the responsibility of the Contractor to be so thoroughly familiar with all details of the project, including the work of his own forces and of all subcontractors, that the following shall be called to the attention of the Architect or Agency for instructions before an error is made on the job such as:
 - 1) Errors and omissions in the drawings and specifications.
 - 2) Work shown on the drawings or in the specifications which, if so constructed, would result in confusion or interference with other work or the work of other trades, including the location of fixtures or equipment.
- (b) Changes in the contract amount will not be approved for the cost of correcting work where such work could have been avoided by proper examination of the drawings and specifications by the Contractor and the work held in abeyance pending instructions from the Agency.

10. TIME FOR COMMENCING AND COMPLETING WORK

- (a) The Contractor shall commence the work required by this Contract within seven (7) calendar days of date specified in notice from the Agency to proceed with the work and shall complete the work within one hundred twenty (120) calendar days of said date.
- (b) The Agency may order or permit the Contractor to suspend any work that may be damaged by inclemency of the weather, or other climatic conditions, and time extensions will be made to the Contractor for the time actually lost by him on account of such suspension.
- (c) Should the Contractor be obstructed or delayed in the commencement, prosecution, or completion of the work hereunder by any necessary or unavoidable act or delay of the Agency, or unavoidable acts or delays on the part of railroads in transporting material consigned to said Agency, or by riot, insurrections, war pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through any default of other parties under contract with said Agency, and if in the opinion of the Agency the ultimate completion of all work under this Contract shall be extended for a period equivalent to the time said work is delayed.
- (d) Any and all extensions or time granted under the provisions of these specifications shall not release the sureties on the bonds accompanying the Contract for the work required. Said bonds shall remain in full force and effect until completion of the Contract.
- (e) Labor strikes, when such strikes are not brought solely against the Contractor or any of his subcontractor or material dealers, shall constitute sufficient reason for extension of the time completion within the provisions of Section 10, paragraph (c), of these General Provisions.

11. LIQUIDATED DAMAGES

Should the Contractor fail to complete the work within the time specified in Section 10 of these General Provisions, or within a stipulated extended time for completion provided for delays, extra work and damages; the Agency will deduct and retain out of the monies due the Contractor, as liquidated damages but not as a penalty, the sum specified below for every calendar day that the time consumed in the execution of the work exceed the time stipulated for its completion, or until a stipulated extended completion time is reached.

Project Value - Damages Per Day

Below \$50,000	\$ 50.00
\$50,000-\$100,000 inclusive	\$100.00
\$100,000-\$200,000 inclusive	\$150.00
Above \$200,000	\$200.00

12. PERMITS

The Contractor shall obtain and pay for all permits, licenses, and fees required by the City of Los Angeles, County of Los Angeles, or State of California. The general building permit will/will not (circle one) be furnished by the Agency.

13. ALLOTTED WORKING SPACE

A reasonable amount of space at the site will be assigned to the Contractor. All materials and equipment shall be kept within this area. The Contractor shall be solely responsible for leaving all improvements within the space in as good condition as he found it.

14. RESPONSIBLE FOR SITE

The Contractor shall be in full charge of and be responsible for the Construction work of this Contract, subject to the direction of the Agency.

15. WORKMANSHIP AND MATERIAL

- (a) Unless otherwise specifically provided for in the specifications or in the drawings, all equipment, materials and articles incorporated into the Work are to be of most suitable grade of their respective kinds for the purpose. Equipment, materials, and articles shall be new, best quality, undamaged and not defective.
- (b) All materials to be incorporated in the structure shall be protected from damage during delivery, storage and handling and after installation until acceptance of the work.

16. BUILDING REGULATIONS AND CODES

- (a) The Contractor shall perform the work in accordance with the requirements of the Los Angeles City Building Code and all other regulations, law and ordinances, even though such requirements are not specifically mentioned in the specifications or shown on the drawings.
- (b) When the work required by the plans and specifications is in conflict with any such law or ordinance the Contractor shall notify the Agency and shall not proceed with the work until the Agency has so ordered.

17. PROTECTION OF PERSONS AND PROPERTY

- (a) Precaution shall be exercised at all times for the protection of persons and property. The Contractor shall furnish or cause to be furnished and maintained all covers, scaffolds, fences, guards, etc., as required by the Agency and the local rules, ordinances or regulations necessary for the protection of public and private property and the public safety. He shall hold the Agency harmless from any and all damage to persons or property.
- (b) Contractor to observe all CAL OSHA regulations.
- (c) The Contractor shall protect his work from injury and make good without charge, all damage due to neglect of proper protection.

18. REMOVAL OF PLANT AND CLEAN-UP

Upon completion of the work, the Contractor shall remove all his plant, tools, materials and other articles from the worksite. He shall also clean all walls, sweep all floors broom clean, and remove all rubbish from the worksite.

19. GUARANTY-WARRANTY

The Contractor shall and hereby does warrant and guarantee that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of the project; except that certain specific items of work may require a guaranty or warranty for a greater period of time where hereinafter specified.

The Contractor further agrees to repair or replace, at his own expense, all such work which becomes defective during the term of the above-mentioned guaranties or warranties.

20. PATENTS

The Contractor shall hold the Agency harmless from any and all claims which may be made on account of any illegal infringement of any patent or patents of processes, methods and appliances used in construction of the work that are not specifically required by the specifications. Further, the Contractor shall defend any such action prosecuted against the Agency arising out of such claims and shall pay with costs, and reasonable attorney's fees, any judgement so obtained. The Agency shall similarly hold the Contractor harmless from claims made on account of alleged infringement of any patented articles or processed which actually are required by the Plans.

21. FINAL INSPECTION

Upon completion of the work, the Contractor shall notify the Agency of the need for a final inspection of the work. The Agency will make such inspection as soon thereafter as possible. If the work is found to be in compliance with the Plans, the Agency will furnish the contractor with a Letter of Completion to that effect.

22. DEFECTIVE WORK

No work which is defective in its construction or deficient in any of the requirements of the specifications shall be considered as accepted in consequence of the failure of the Agency to point out said defects or deficiency or to order them corrected during construction. The Contractor shall correct any imperfect work whenever discovered, before the final acceptance of the work.

23. PAYMENTS

- (a) Once a month, the Contractor may request payment for the work performed prior to such date on forms supplied by the Agency.
- (b) Upon completion of the Work, the Contractor may request full payment for his work (less retention). After acceptance of the Work and upon receipt from the Contractor of any affidavits or guarantees required by the Plans, the remainder due the Contractor will be paid by the Agency.
- (c) The making of any payment to the Contractor under this Contract will not relieve the Contractor of his obligations hereunder. The Contractor is obligated to complete the Contract in its entirety and to deliver to the Agency such completed Work as may be specified in the Contract. The Contractor shall be obligated to repair, replace, restore or rebuild any fully or partially completed work or structure, or any materials or equipment required to be provided under the Contract which may be deemed, lost, stolen otherwise injured in any way. This particular obligation of the Contractor will terminate upon acceptance by the Agency.

24. EXTRA WORK AND CHARGES

- (c) Subject to all City, State, and Federal limitations that apply, including those on competitive bidding, the Agency at any time during the progress of the work may order alterations in addition to, deviations, or omissions from the work contemplated by the original Plans.
- (c) No extra work shall be performed or change be made by the Contractor until authorized in a written change order from the Agency and the City of Los Angeles. No claim for an addition to the Contract sum shall be valid unless the extra work or change is so ordered.
- (c) If any changes involve an increase or decrease in the Contract amount, the Change Order shall state the amount to be added to or deducted from the Contract amount. It shall also state the additional time, if any, needed for the performance of the work. Any change to the

Contract amount shall be in a lump sum mutually agreed to by the Contractor and the Agency. Each lump sum quotation from the Contractor shall be accompanied by sufficient detail estimates to permit verification of the total.

25. SUSPENSION OF CONTRACT

- (a) Should the Contractor be adjudged bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of insolvency; than in any such case the Agency shall have the power to suspend the Operations of the contract.
- (b) The Agency shall have the power to suspend the operations of the Contract in writing under any or all of the following conditions:
 - 1) Contractor's failure to begin work within the time specified.
 - 2) Contractor's willful violation of any of the terms of contract.
 - 3) Contractor's non-execution of the Contract in good faith and/or in the true intend and meaning of its provisions and operations of the Contract.
- (c) Upon receiving notice of such suspension, the Contractor shall discontinue the work or such parts of its as the Agency may designate. Upon such suspension, the Agency reserves the right to annul and cancel the Contract and to re-let the work or any part thereof, and the Contractor shall not be entitled to any claim for damages on account of such annulment, nor shall such failure on the part of the Contractor to fulfill the terms of the Contract. In case of such annulment, all monies due the Contractor shall be forfeited to the Agency. Such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the Contract; and the Contractor and his sureties shall be credited with the amount of the monies so forfeited toward any greater sum they may become liable for to the Agency on account of the default of the Contractor.

26. ASSIGNMENT

The Contractor shall not assign any portion of this Contract without the written consent of the Agency.

27. SUBLETTING

- (a) All subcontractors proposed to perform work on the project shall be approved in writing by the Agency prior to commencement of their work.

Such approval shall not entitle subcontractors to recognition for any direct or contractual relationship with the Agency, nor shall it constitute approval of the use of any materials other than those specified.

- (b) The Contractor shall be responsible for all acts of subcontracts and for all Contract work

regardless of any subcontractors. All interest of the Agency in work of subcontractors shall be coordinated through the Contractor.

- (c) Any substitution of subcontractors must be approved by the City of Los Angeles.

28. INSURANCE

- (a) The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Section as evidenced on ACORD insurance forms and such insurance has been approved by the Agency and City. The Contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved.
- (b) The Contractor shall take out and maintain during the life of this Contract Worker's Compensation Insurance for all his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Worker's Compensation Insurance for all of the latter employees, unless such employees are covered by the protection afforded by the Contractor. For any class of employees engaged in hazardous work under this Contract at the site of the project and not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of his employees not otherwise protected.
- (c) The Contractor shall take out and maintain during the life of this Contract Property Damage Insurance as shall protect the Agency, its officers and employees, and the Contractor from any and all claims for damages for personal injury, including accidental death and claims for property damage which may arise out of or result from his operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed, either by the Contractor or subcontractor. Property Damage Insurance shall be in an amount not less than \$50,000 per occurrences with \$250,000 as the aggregate. Combined single limit coverage may be substituted for separate Public Liability and Property Damage coverages, provided such combined single limit coverage is in an amount not less than \$350,000 per occurrence with no aggregate. Certificates of such insurance shall be filed with the Agency and shall be subject to his approval for adequacy of protection.
- (d) The Contractor shall take out and maintain during the life of this Contract Fire, Builders Risk, Work in Process, Course of Construction, or such similar type of insurance that will insure the work which is the subject of the Contract. Said coverage shall be in an amount sufficient to provide full coverage on all completed work and materials in storage at the site at any stage of completion up to the date of acceptance of the work by the Agency.
- (e) This policy shall provide for payment to the Agency for the benefit of the Agency or Contractor.
- (f) A "deductive" clause is permitted provided it does not exceed five (5) percent of the face amount of the policy, and further provided that such deductible clause does not apply with respect to the Agency as an additional insured.

(g) The Agency must be named as an “Additional Insured”, except on Worker’s Compensation policies.

29. LEGAL REQUIREMENTS

In the performance of this Contract, Contractor shall abide by and conform to any and all laws of the United States of America, the State of California, and Ordinances, regulations and polices of the City of Los Angeles.

30. UNINTERRUPTED WORK

Contractor shall prosecute work regularly, diligently and uninterruptedly once work on the project site has started.

31. CONSTRUCTION SCHEDULE

Contractor shall provide updated schedules as changes occur. Any changes in the schedule must be submitted within five (5) working days.

32. PROGRESS PHOTOGRAPHS

- (a) Required:
 - 1. Two (2) views at 30-day intervals during the entire period of contracted work.
 - 2. First photograph to be taken just before Contractor starts any operations at the site.
 - 3. Final photographs to be taken when all contract work has been completed regardless of time interval since previous photographs were taken.
- (b) View locations are to show entire construction site.
- (c) The name of job, view location, Contractor’s name and date of exposure shall be incorporated in each photo.
- (d) The photographs may be electronic.
- (e) Photos shall be provided to the Agency and CDD.

33. SCHEDULED WORKING DAYS

No work shall be performed on Saturday, Sunday, or the following Legal Holidays unless such days are approved by the Owner.

AGENCY LEGAL HOLIDAYS:

New Year's Day	<u> X </u>	Labor Day	<u> X </u>
Martin L. King's Day	<u> X </u>	Columbus Day	<u> X </u>
Presidents' Birthday (Lincoln & Washington)	<u> X </u>	Veterans' Day	<u> X </u>
Memorial Day	<u> X </u>	Thanksgiving Day	<u> X </u>
Independence Day	<u> X </u>	Christmas Day	<u> X </u>
		Other:	<u> </u>

Owner(s) Date

Owner(s) Date

Contractor Date

SECTION 3
OF THE
HOUSING AND URBAN DEVELOPMENT ACT
OF 1968, AS AMENDED

T H E F A C T S

SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS

A FACT SHEET

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connections with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

Who Must Comply with Section 3 Requirements?

Section 3 applies to financial assistance awarded, provided, or otherwise made available to a project or activity under a program administered by HUD in aid of housing, urban planning, redevelopment, development, or renewal, public or community facilities and new community development. Section 3 does not apply to financial assistance made available solely in the form of insurance or guaranty or to tenant-based assistance. Recipients of Section 3 covered assistance include, but are not limited to, States, units of local government, public housing agencies, Indian housing authorities, public and private non-profit organizations, private agencies, developers, builders, community development housing organizations, resident management corporations and resident councils. Also, contractors who perform work in connection with projects funded under covered programs must comply with Section 3 requirements. Section 3 applies to the following programs:

- ≡ Low Income Public Housing Programs
- ≡ Community Development Block Grant Programs
- ≡ Homeless Assistance Programs
- ≡ HOPE Programs
- ≡ HOME Programs
- ≡ National Affordable Housing Act Programs
- ≡ Fair Housing Initiatives Program
- ≡ Fair Housing Assistance Program

What does Section 3 Require?

Recipients and contractors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement.

Recipients and contractors must make a good faith effort to award contracts to Section 3 business concerns for work in connection with the project. An example of a good faith effort to meet this requirement is the implementation of an affirmative action plan which includes targets for the number and dollar value for awarding contracts to Section 3 business concerns.

Recipients and contractors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitations for bids or proposals; and copies of affirmative action plans.

Key Terms

Section 3 Area - For the purpose of training and employment, the Section 3 area is the unit of local government, or the metropolitan area or non-metropolitan county, as determined by HUD, in which the project is located. For the purpose of contracting, the Section 3 area is the metropolitan area or non-metropolitan county in which the project is located.

Section 3 Business Concern - A Section 3 business concern is a business which is located within the Section 3 area or is owned in substantial part by persons residing in the Section 3 area.

Section 3 Area Resident - A Section 3 area resident is any lower income individual residing within the Section 3 area.

What Types of Economic Opportunities may be Available?

Administrative/Management

accounting	research
clerical/record keeping	word processing

Services

ADP/computer	lead-based paint removal
air conditioner repair	legal
appliance repair	manufacturing
carpet consultants	marketing
catering	monuments
engineering	photography
florists	printing
janitorial	supplier
landscaping	transportation

Construction

architecture	heating
bricklaying	iron works
carpentry	lathers
cement/masonry	machine operation
demolition	painting
drywall	plastering
electrical	plumbing
elevator construction	surveying
fencing	tile setting

Is There a Procedure for Filing a Complaint Under Section 3?

A complaint, formally called a grievance, may be filed alleging a violation of Section 3 requirements. Grievances may be filed by Section 3 residents and Section 3 business concerns. Grievances are investigated by HUD and where appropriate, voluntary resolutions are sought. Those grievances that are not resolved voluntarily can result in an administrative hearing.

A grievance should be written and include:

- ≡ Name and address of grievant
- ≡ Name and address of recipient/contractor
- ≡ Description of acts or omissions
- ≡ Corrective action sought

Grievances should be filed with a Regional Office of the U.S. Department of Housing and Urban Development or with:

Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410-20000

What are Sources of More Information?

To learn more about specific economic opportunities in your community, contact your housing and community development agencies.

For additional technical information or guidance, contact the U.S. Department of Housing and Urban Development, Assistant Secretary for Fair Housing and Equal Opportunity, Attention: Section 3 Compliance Division, at the above address or the closest Regional Office of Fair Housing and Equal Opportunity:

Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Phillip Burton Federal Building and U.S. Courthouse
450 Golden Gate Avenue
P.O. Box 36003
San Francisco, CA 94102-3448

FILING AND PROCESSING COMPLAINTS

Who may file a complaint

Individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with Section 3.

Section 3 Resident

Any Section 3 resident on behalf of himself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of Section 3 covered assistance with a recipient of contractor or by a representative who is not a Section 3 resident, but who represents one or more Section 3 residents.

Section 3 Business Concern

Any Section 3 business concern on behalf of itself, or as a representative of other Section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of Section 3 covered assistance from a recipient contractor, or by an individual representative of Section 3 business concerns.

Where to File a Complaint

Assistant Secretary for Fair Housing and Equal Opportunity
Department of Housing and Urban Development
Washington, D.C. 20410

Time of Filing

A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless otherwise extended by the Assistant Secretary for good cause shown.

Contents of Complaint

Each complaint must be in writing, signed by the complainant, and include:

1. The complainant's name and address
2. The name and address of the respondent
3. A description of acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.
4. A complainant may provide information to be contained in a complaint by telephone to HUD or any field office and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

EXAMPLES OF GOOD-FAITH EFFORTS

Priorities:

In making good faith efforts to award contracts to Section 3 business concerns, priority should be given, where feasible, to :

1. Section 3 business concerns which provide economic opportunities for low-income persons residing in the project area.
2. HUD Youthbuild program agencies serving the project area.

Examples:

- a. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to dwelling units in the neighborhood in which the Section 3 covered projects is located.
- b. Advertising the training and employment positions at the site or proposed project site, and at public and private agencies within the neighborhood such as grocery stores, shopping centers, schools, homeless shelters, and churches.
- c. Contacting neighborhood organizations, where they exist in the Section 3 project areas, and requesting assistance of these organizations, in notifying neighborhood residents of the training and employment positions to be filled.
- d. Scheduling and advertising a job informational and recruiting meeting in the neighborhood.
- e. Contacting HUD Youthbuild programs in Los Angeles, such as the L.A. Conservation Corps, and requesting their assistance in recruiting Youthbuild pre-apprentice program participants.
- f. Consulting with community leaders, community organizations, resident councils and resident management groups to assist in recruiting.
- g. Consult with local public Housing Authority projects for resident participants in City Housing Authority "Step-Up" pre-apprenticeship program.
- h. Contact local JTPA funded non-profit training agencies.

MAPS

COMMUNITY IMPROVEMENT AND PLANNING AREAS

CIPA 1 - NORTHEAST

CIPA 2 - SOUTH CENTRAL

CIPA 3 - HOLLYWOOD

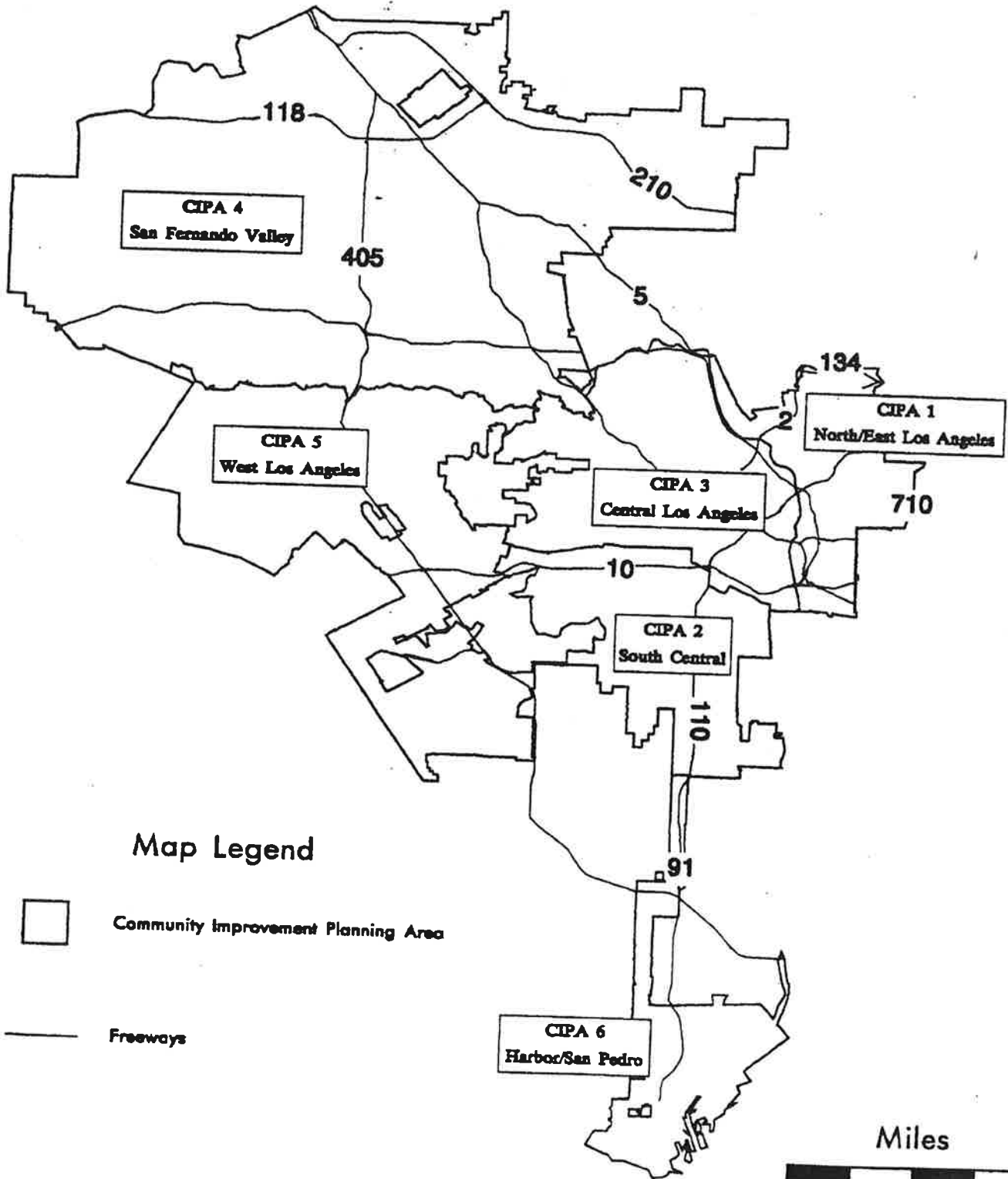
CIPA 4 - SAN FERNANDO VALLEY

CIPA 5 - WEST L.A.

CIPA 6 - HARBOR

Map 1

COMMUNITY IMPROVEMENT PLANNING AREAS (CIPA's)



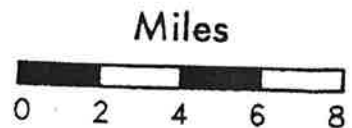
Map Legend



Community Improvement Planning Area



Freeways



**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 who 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:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexico, Puerto Rican, Cuban, Central or South American origin, regardless of race);
 - (3) 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
 - (4) 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 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 that 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 the Plan goals and time timetables.

4. The Contractor shall 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 construction trade in which it has employees in the covered area (page 401:738 starting with covered construction). Contractors performing construction work are 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 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 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 a commitment to employ the apprentices and trainees at the completion of their training, subject to 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 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 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 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 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 complied under 7.b 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 on-site supervisory personnel such as superintendents, general foreman, etc., prior to the initiation of construction work at any job site. A written report 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 source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test 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 youths, 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 practiced, 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 contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated 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 (7.a. through 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 under 7.a. 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, that the concrete benefits of the program are reflected in the contractor's minority and female work-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 fulfil an obligation shall not be defense for the contractor's noncompliance .
9. A single goal for minorities and 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 60-4.8.
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 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, contractor 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).

APPRENTICES & TRAINEES

Apprentices: Contractors employing apprentices, or trainees, must not only maintain evidence of the registration of the apprentices and trainees under an approved program (registered with the U.S. Department of Labor or State Apprenticeship Program), but also provide evidence of the ratio and wage rates prescribed by the applicable program.

Apprenticeship Ratio: The allowable ratio of apprentices to journeyman on the job site, as well as for each contract (in cases of a contractor working on multiple contracts at one time) shall not be greater than the ratio permitted to the contractor for the entire work force.

A working foreman, supervisor or owner may be counted as a journeyman for ratio purposes. The contractor must furnish written evidence of the allowable ratio and apprentice wage rates, as well as a copy of the registrations for any apprentices to be employed.

Unregistered Apprentices: Reg. 5.5(a)(4)(l) provides that any employee listed on a payroll at an apprentice wage rate who is not a bona fide registered or probationary apprentice shall be paid the wage rate for the classification of work he actually performed. However, the fact that a worker is listed on the payrolls as an apprentice in a particular craft and paid an apprentice wage rate for that craft does not, in itself, mean that he performed only the work of, or used only the tools of the craft in which he is an unregistered apprentice, and it does not mean that he must be compensated only at the contract rate for that craft classification. He may actually be performing work as a laborer or in another craft classification.

Employment of Apprentices by More than One Employer: Employment of a properly registered apprentice by more than one employer does not affect his status. The transfer of apprentices form one employer to another to provide varied work and training is an accepted construction industry practice.

APPRENTICE UTILIZATION ON PUBLIC WORKS

Any contract awarded hereunder will require the contractor to comply with the provision of Labor Code, State of California, Section 1777.5, relating to apprentice employment and training; and that the prime contractor will assume full responsibility for compliance to said section for all apprenticeable occupations on the project period. Compliance with said Section 1777.5 of Labor Code is not required for public works contracts involving less than \$30,000 or twenty working days.

Contractor or Company Name

By (Signature)

Date

THIS FORM MUST BE SUBMITTED WITH THE SEALED BID

EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 4 of Division 3 THE SHELLEY-MALONEY APPRENTICE LABOR STANDARDS ACT OF 1939 *(Note: Boldface type denotes key points)*

3098. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

(Amended by Stats. 1974, Ch. 1095.)

Chapter 1 of Division 2 APPRENTICES ON PUBLIC WORKS

1776. Each contractor and subcontractor shall keep an accurate payroll record, 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 or worker employed by him in connection with the public works. The contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a copy shall be made available to the employee or his authorized representative, the Division Of Labor Standards Enforcement, and the division of Apprenticeship Standards. The body awarding the contract may charge a reasonable fee for copying such records. The body awarding the contract shall be required to retain the records filed pursuant to this section for 90 days after completion of the contract. After a complaint has been filed with the awarding body or the Division of Labor Standards Enforcement alleging that a contractor or subcontractor has paid less than the prevailing wage on a public works project, the contractor or subcontractor shall upon written notice from either the awarding body or the Division of Labor Standards Enforcement within 10 days file with the body awarding the contract a certified copy of the payroll records.

(Amended by Stats. 1976, Ch. 599.)

1777.5 Nothing in this chapter shall prevent the employment of property registered apprentices upon public works.

Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered.

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he is training. When the contractor to whom the contract is awarded by the state or any political subdivision, or any subcontractor under him, in performing any of the work under the contract or subcontract, employs workmen in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; provided, however, that the approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 ratio as set forth in this section. This section shall not apply to contracts of general contractors involving less than thirty thousand dollars (\$30,000) or 20 working days or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than two thousand dollars (\$2,000) or fewer than five working days.

“Apprenticeable craft or trade,” as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have a discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journey annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis.

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his 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.

When such exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio 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.

A contractor to whom the contract is awarded, or any subcontractor under him, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund and funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractor or subcontractor may add the amount of such contributions in computing his bid for the contract. The Division of Labor Standards Enforcement authorized to enforce the payment of such contributions to the funds as set forth in Section 227.

The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. Such stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

All decisions of the joint apprenticeship committee under this section are subject to the provisions of Section 3081.

(Amended by Stats. 1976, Ch. 1179.)

1777.6 It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works, on the ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

(Amended by Stats, Ch. 1179.)

1777.7 In the event a licensed contractor willfully fails to comply with the provisions of Section 1777.5, such licensee shall be denied the right to bid on any public works contract for a period of one year from the date the determination of non-compliance is made by the Administrator of Apprenticeship and, notwithstanding the provisions of Section 1727, upon receipt of such a determination the awarding body shall withhold from contract progress payments then due or to become due the sum of five thousand dollars (\$5,000). Any determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the awarding body pursuant to this section shall be released to the contractor upon issuance of an order to that effect by the administrator, or upon completion of the contract. The interpretation and enforcement of Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(Amended by Stats. 1976, Ch. 538.)

SUGGESTED BID PUBLICATIONS

1. SOUTHERN CALIFORNIA CONSTRUCTION BULLETIN
(C.M.D. - Construction Market Data)
2625 Manhattan Beach Blvd., Suite 110
Redondo Beach, CA 90278
(310) 643-1263
(310) 643-1260 Fax
2. F. W. DODGE-McGRAW HILL, INC.
(Green Sheet)
1333 So. Mayflower Ave., 3rd Floor
Monrovia, CA 91016
(818) 932-6100
3. LOS ANGELES SENTINEL
3800 Crenshaw Blvd.
Los Angeles, CA 90018
4. LA OPINION
1436 So. Main Street
Los Angeles, CA 90015
5. LOS ANGELES TIMES
Times Mirror Square
Los Angeles, CA 90053
6. DAILY NEWS
21221 Oxnard
Woodland Hills, CA 91364
7. L.A. WATTS TIMES
3731 Stocker Street #209
Los Angeles, CA 90008
(213) 290-6000
(213) 296-1725 Fax
8. WAVE
2621 West 54th Street
Los Angeles, CA 90043
(213) 290-3000
(213) 291-0291 Fax



MAKING DAVIS-BACON WORK

*A Contractor's
Guide to
Prevailing
Wage
Requirements
for
Federally-Assisted
Construction
Projects*



June 2006

U.S. Department of Housing and Urban Development



MAKING DAVIS-BACON WORK

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

Introduction

This Guide has been prepared for you as a contractor performing work on construction projects that are **assisted** by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide **does not** address contractor requirements involved in **direct** Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to **any** Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations
on the World Wide Web HUD Home Page at:
<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7468.



MAKING DAVIS-BACON WORK

*A Contractor's Guide
to Prevailing
Wage Requirements
for Federally-Assisted
Construction Projects*

Table of Contents

Introduction i

CHAPTER 1.

Laws, Regulations, Contracts and Responsibilities

I-1 Davis-Bacon and Other Labor Laws	1-1
a. The Davis-Bacon Act (DBA)	1-1
b. The Contract Work Hours and Safety Standards Act (CWHSSA).....	1-1
c. The Copeland Act (Anti-Kickback Act)	1-2
d. The Fair Labor Standards Act (FLSA).....	1-2
I-2 Davis-Bacon Regulations	1-2
I-3 Construction Contract Provisions	1-2
I-4 Responsibility of the Principal Contractor	1-3
I-5 Responsibility of the Contract Administrator	1-3

CHAPTER 2.

How to Comply with Labor Standards and Payroll Reporting Requirements

SECTION I — THE BASICS

2-1 The Wage Decision	2-1
a. The work classifications and wage rates	2-1
b. Posting the wage decision	2-2
2-2 Additional “Trade” Classifications and Wage Rates	2-2
a. Additional classification rules	2-2
b. Making the request	2-2
c. HUD review	2-3
d. DOL decision	2-3
2-3 Certified Payroll Reports	2-3
a. Payroll formats	2-3
b. Payroll certifications	2-4
c. “No work” payrolls	2-4
d. Payroll review and submission	2-4
e. Payroll retention	2-4
f. Payroll inspection	2-5



MAKING DAVIS-BACON WORK

- 2-4 Davis-Bacon Definitions** 2-5
 - a. Laborer or mechanic 2-5
 - b. Employee 2-5
 - c. Apprentices and trainees 2-5
 - d. Prevailing wages or wage rates 2-6
 - e. Fringe benefits 2-7
 - f. Overtime 2-7
 - g. Deductions 2-7
 - h. Proper designation of trade 2-8
 - i. Site of work 2-8

SECTION II — REPORTING REQUIREMENTS

- 2-5 Completing a Payroll Report** 2-8
 - a. Project and contractor/subcontractor information 2-9
 - b. Employee information 2-9
 - c. Work classification 2-9
 - d. Hours worked 2-9
 - e. Rate of pay 2-9
 - f. Gross wages earned 2-10
 - g. Deductions 2-10
 - h. Net pay 2-10
 - i. Statement of compliance 2-10
 - j. Signature 2-11

SECTION III — PAYROLL REVIEWS AND CORRECTIONS

- 2-6 Compliance Reviews** 2-11
 - a. On-site interviews 2-11
 - b. Project payroll reviews 2-11
- 2-7 Typical Payroll Errors and Required Corrections.** 2-11
 - a. Inadequate payroll information 2-12
 - b. Missing addresses and Social Security Numbers 2-12
 - c. Incomplete payrolls 2-12
 - d. Classifications 2-12
 - e. Wage rates 2-12
 - f. Apprentices and trainees 2-12
 - g. Overtime 2-12
 - h. Computations 2-13
 - i. Deductions 2-13
 - j. Fringe benefits 2-13
 - k. Signature 2-13
 - l. On-site interview comparisons 2-13



2-8 Restitution for Underpayment of Wages	2-13
a. Notification to the employer/prime contractor	2-13
b. Computing wage restitution	2-14
c. Correction payrolls	2-14
d. Review of correction CPR	2-14
e. Unfound workers	2-14

**CHAPTER 3.
Labor Standards Disputes, Administrative Reviews,
Withholding, Deposits and Escrow Accounts, and
Sanctions**

3-1 Introduction	3-1
3-2 Administrative Review on Labor Standards Disputes	3-1
a. Additional classifications and wage rates	3-1
b. Findings of underpayment	3-2
3-3 Withholding	3-2
3-4 Deposits and Escrow Accounts	3-3
3-5 Administrative Sanctions	3-4
a. DOL debarment	3-4
b. HUD sanctions	3-4
3-6 Falsification of Certified Payroll Reports	3-4
Index	A-1
Acronyms and Symbols	A-3
Davis-Bacon – Related Web Sites	A-3
Exhibits	
HUD-4720, Project Wage Rate Sheet	A-4
WH-347, Payroll Form	A-5
Statement of Compliance.....	A-6



CHAPTER I. Laws, Regulations, Contracts and Responsibilities

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

I-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work *is not* covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the **Davis-Bacon and Related Acts or DBRA**.

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to *prime contracts* of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, *CWHSSA Coverage threshold for overtime and health and safety provisions*, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

MAKING DAVIS-BACON WORK

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29/toc.htm

HUD program labor standards forms are available on-line at:
www.hudclips.org/cgi/index.cgi

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

I-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7**. *Part 1* explains how the DOL establishes and publishes DBA wage determinations (*aka wage decisions*) and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

I-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.



b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

www.wdol.gov

I-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the **prime** or **general contractor**) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See *Contract Administrator*, below.)

To make this Guide easier to understand, the term “**prime contractor**” will mean the principal contractor; “**subcontractor**” will mean all subcontractors including lower-tier subcontractors; and the term “**employer**” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

I-5 Responsibility of the Contract Administrator

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶12-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶12-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. *For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff.* But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),

MAKING DAVIS-BACON WORK

Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.



CHAPTER 2.

How to Comply with Labor Standards and Payroll Reporting Requirements

Where to start?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I — THE BASICS

2-1 The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The ***Davis-Bacon wage decision*** that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable ***Davis-Bacon wage decision***.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See ¶1-3, *Construction Contract Provisions*.

a. The Work Classifications and Wage Rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional “Trade” Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an **additional classification and wage rate**. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

- 1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
- 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
- 3) The proposed wage rate for the requested classification “fits” with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
- 4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.



c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will *not* approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL *does not* approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. Payroll Formats

The easiest form to use is DOL's WH-347, **Payroll**. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

MAKING DAVIS-BACON WORK

If you number your payroll reports consecutively, you *do not* need to submit “no work” payrolls!

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL’s website has Payroll Instructions, and the Payroll Form WH-347, in a “fillable” PDF format at this address:
www.dol.gov/esa/programs/dbra/forms.htm and at **HUDClips**.

c. “No Work” Payrolls

“No work” payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See *Tip Box*, below, for “no work” payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send “no work” payrolls.

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor’s payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,



for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

“Laborers” and “mechanics” mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. “Laborers” and “mechanics” are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

- 1) **Working foremen.** Foremen or supervisors that regularly spend **more** than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered “laborers” and “mechanics” for labor standards purposes for the time spent performing construction work.
- 2) **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, *Labor standards compliance requirements for self-employed laborers and mechanics*. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the *Appendix*).

c. Apprentices and Trainees

The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training

MAKING DAVIS-BACON WORK

programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate *on the applicable wage decision* for that craft.

- 1) **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
- 2) **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is **not** considered to be an “apprentice” and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
- 3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use *on the job site* can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing Wages or Wage Rates**

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

- 1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.



e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits **do not** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the *total* hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also *off-set* the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. Overtime

Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate *as stated on the wage decision*. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.

MAKING DAVIS-BACON WORK

h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. **Remember**, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed **only** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name, address** and **social security number**; his or her **work classification** (who is working for you and what do they do?), the hours worked during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn?), the amounts of any **deductions** for taxes, etc., and the **net amount paid** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

For many contractors,
the Weekly Certified
Payroll is the only
Davis-Bacon paperwork
you need to submit!



a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1) **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2) **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. Hours Worked

The payroll should show **ONLY** the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1) **Piece-work.** For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

MAKING DAVIS-BACON WORK

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1\frac{1}{2}) + \$5 = \$20/\text{hour}$.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the “all projects” earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.



j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶11-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, *Record of Employee Interview*, and forward the interviews to the contract administrator.

b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.

MAKING DAVIS-BACON WORK

a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision **or** the employer may request an **additional classification and wage rate** (See ¶12-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay **wage restitution** to all affected reclassified employees. (See ¶12-8 for instructions about wage restitution.)

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

- 1) If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,



- 2) If the project is **not** subject to CWHSSA, the employer will be notified of the possible *FLSA overtime* violations. Also, the contract administrator may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any “Other” deductions that are not identified, or if employee authorization isn’t provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit corrected payrolls **and** will be required to pay wage restitution if underpayments occurred. *However*, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate *plus* the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll *Statement of Compliance* is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature(s) of a principal or other signatory.

l. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Employer/Prime Contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during

MAKING DAVIS-BACON WORK

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.



CHAPTER 3.

Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

- 1) Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (*for example*, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

- 2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's Administrative Review Board**. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

- 1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
- 2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are



believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See ¶1-4, *Responsibility of the Principal Contractor*, and ¶12-8, *Restitution for Underpayment of Wages*.

3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments **provided** the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or *escrow account* is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶12-8(e) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See ¶12-8(e) and 3-4(a)).

If the parties *do not* agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶13-4(c), below.

MAKING DAVIS-BACON WORK

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (**debarred**) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

- 1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.
- 2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).



Index

Acronyms	v, A-3
Additional classifications	iii, 2-2
Administrative Review Board	1-2, 3-2
Administrative Review on Labor Standards Disputes	v, 3-1
Apprentices	iv, 2-5, 2-9, 2-12
Apprentices and trainees	2-5
Pre-apprentice	2-6
Probationary apprentice	2-6
Ratio of apprentices and trainees to journeymen	2-6
Basic Hourly Rate	2-6, 2-9
Certified Payroll reports	iii, 1-2, 2-3, 2-8, 3-4
“No work” payrolls	2-4
Payroll certifications	2-4
Payroll formats	2-3
Payroll inspection	2-5
Payroll retention	2-4
Payroll review and submission	2-4
Compliance Reviews	2-11
Construction Contract Provisions	1-2
HUD-2554	1-2
HUD-4010	1-2
HUD-5370	1-2
Labor standards clauses	1-2
Contract administrator	iii, 1-3, 2-1–2-5, 2-11, 2-14, 3-1-3-4
Contract provisions	iii, 1-2, 2-1
Contract Work Hours and Safety Standards Act	iii, 1-1, A-3
Copeland Act	iii, 1-2
Correction payrolls	v, 2-14
CPR	2-3, A-3
CWHSSA	iii, 1-1, A-3
Davis-Bacon Act	iii, 1-1, 1-2
Davis-Bacon Definitions	iv, 2-5
Apprentices and trainees	2-5
Fringe benefits	2-7
Laborer or mechanic	2-5
Working foremen	2-5
Davis-Bacon Regulations	iii, 1-2, A-3
Davis-Bacon Wage Decisions	1-3
Davis-Bacon Act	iii, 1-1, 1-2, 3-4, A-3
DBA	iii, 1-1, 1-2, 3-4, A-3
DBRA	1-1, 3-4, A-3
Debarment	v, 3-4
Deductions	iv, 1-2, 2-7, 2-10, 2-13, 2-14
Deposits and Escrow	v, 3-3
DOL	1-2–1-4, 2-2–2-7, 2-11, 3-1–3-4, A-3, A-5
DOL investigator	1-4
DOL regulations	2-2, 3-1–3-4, A-3
Employee	iv, 2-5
Fair Labor Standards Act	iii, 1-2, A-3
FLSA	A-3



MAKING DAVIS-BACON WORK

Falsification	v, 3-4
Findings of underpayment	v, 3-2
Fringe benefits	iv, 1-3, 2-6, 2-7, 2-9, 2-13
Gross wages	iv, 2-10
HUD Home Page	i
HUD Labor Relations field staff	i, 1-3, 2-2
HUD-11	2-11
Labor Relations Staff	i, 1-3, 2-2
Limited Denial of Participation	3-4, A-3
Liquidated damages	1-1, 2-12, 3-3
Local contracting agencies	1-3
Net pay	iv, 2-10, 2-14
Notice to Employees	2-2
On-site Interviews	2-11
Overtime	iv, 1-1, 1-2, 2-7, 2-9, 2-12, A-3
Payroll certification	iii, 2-4
Payroll errors	iv, 2-11
Payroll format	iii, 2-3, 2-12
Payroll retention	iii, 2-4
Payroll submissions	iii, 2-4
Piece-work	2-6, 2-9
Posting the wage decision	2-2
Prevailing wages or wage rates	2-6
Prime contractor	1-3, 2-2, 2-4, 2-14, 3-3
Principal contractor	iii, 1-3
general contractor	1-3
Project Wage Rate Sheet	2-1, A-4
Proper designation of trade	iv, 2-8
Rate of Pay	iv, 2-9, 2-11
Site of Work	iv, 2-8
Split-classification	2-8
Statement of Compliance	2-10, 2-13, 2-14, 3-4
Step-Up apprenticeship programs	2-6
Subcontractor	1-3, 2-2, 2-4, 3-1
lower-tier subcontractors	1-3
Suspension	3-4
Trainees	iv, 2-5, 2-6, 2-12
Typical Payroll Errors	iv, 2-11
Unfound workers	v, 2-14, 3-3
Wage Decision	iii, 1-3, 2-1-2-3, 2-6-2-14, A-4
Wage Restitution	v, 2-13, 2-14, 3-2-3-4
Computing wage restitution	v, 2-14
Correction payrolls	v, 2-14
Unfound workers	v, 2-14
Withholding	v, 1-2, 3-2
Work Classification	iv, 2-1, 2-3, 2-6, 2-8, 2-9, 2-11, 2-14
World Wide Web	i



Acronyms and Symbols

CDBG	– Community Development Block Grant
CFR	– Code of Federal Regulations
CPR	– Certified Payroll Report
CWHSSA	– Contract Work Hours and Safety Standards Act
DBA	– Davis-Bacon Act
DBRA	– Davis-Bacon and Related Acts
DOL	– Department of Labor
FHA	– Federal Housing Administration
FLSA	– Fair Labor Standards Act
HUD	– Housing and Urban Development (Department of)
IHA	– Indian Housing Authority
LCA	– Local Contracting Agency
LDP	– Limited Denial of Participation
O/T	– Overtime
PHA	– Public Housing Agency
S/T	– Straight-time
SAC	– State Apprenticeship Council/Agency
TDHE	– Tribally-Designated Housing Entity
§	– Section
¶	– Paragraph

Davis-Bacon – Related Web Sites*

HUD Office of Labor Relations:

www.hud.gov/offices/olr

HUD Regulations:

www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms and Publications):

www.hudclips.org/cgi/index.cgi

DOL Davis-Bacon and Related Acts Homepage:

www.dol.gov/esa/programs/dbra/index.htm

DOL Regulations:

www.dol.gov/dol/allcrf/Title_29/toc.htm

Davis-Bacon Wage Decisions:

www.wdol.gov

DOL Forms:

www.dol.gov/esa/programs/dbra/forms.htm

***Web addresses active as of June 2006**



Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$
Plumbers			\$	GROUP #	BHR	TOTAL WAGE
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$
OTHER CLASSIFICATIONS				GROUP #	BHR	TOTAL WAGE
			\$			\$
			\$			\$
			\$			\$
ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)						
WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL		DATE OF DOL APPROVAL
			\$			
			\$			
			\$			
			\$			

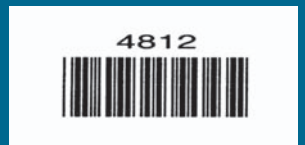
U.S. Department of Housing and Urban Development
Office of Labor Relations
Washington, DC 20410

Official Business
Penalty for Private Use \$300

Return Service Requested

STANDARD MAIL
POSTAGE & FEES PAID
HUD
Permit No. G-795

Labor Relations Desk Guide
LR01.DG



List of Trades
Project Wage Rate Sheet

Project Name: _____ Federal Wage Decision: _____
 Project No: _____ State Wage Decision: _____
 County: Los Angeles _____

FEDERAL Classification:	Fed Basic Rate:	FB:	Total:	State Basic Rate:	FB:	Total:	Wage Required on Project:
Brick Layer							
**Carpenter							
** Cement Mason							
** Drywall Installer:							
Electrician:							
Iron Worker:							
Laborer (Group 1):							
Laborer (Group 2):							
Painter:							
Plumber:							
Roofer:							
Sheet Metal:							
Soft Floor Layer:							
Drywall Finisher:							
Tile Setter:							

** This Classification includes a predetermined wage increase which must be adhered to. For further information, please review DOL Decision.

This Form Must Be Submitted with Sealed Bid

49. NOTICE TO ALL EMPLOYEES WORKING ON FEDERAL OR FEDERALLY FINANCED CONSTRUCTION PROJECTS

Davis-Bacon Poster (Government Construction)

Every employer performing work covered by the labor standards of The Davis-Bacon and Related Acts shall post a notice (including any applicable wage determination) at the site of the work in a prominent and accessible place where it may be easily seen by employees.

50. NOTICIA A TODOS EMPLEADOS TRABAJO EN PROYECTOS DE CONSTRUCCION FEDERALES O FINANCIADOS FEDERALMENTE

Cartel de la Ley de Davis-Bacon y Actas Relacionadas

Cada contratista sujeto a la Ley de Davis-Bacon y Actas Relacionadas debe exhibir un cartel (incluyendo cualquier determinación salarial aplicable) en todos los establecimientos, en un lugar donde los empleados puedan verlo fácilmente.

El Departamento ha preparado una copia de este aviso (WH 1321SP) para su información o para ser colgado en cada recinto de trabajo.

CONTRACT FORMS

AND

CONDITIONS

DUAL OBLIGEE RIDER

(TO BE EXECUTED CONCURRENTLY WITH AND ATTACHED TO BOND(S) AT TIME OF ISSUANCE; SIGNATURES MUST BE NOTARIZED; SEE CURRENT FORM AT <http://cao.lacity.org/risk/19-DualObligeeRider.pdf> ; SEE INSTRUCTIONS THAT FOLLOW)

THIS DUAL OBLIGEE RIDER IS TO BE ATTACHED TO AND BECOME PART OF BOND NO(s). _____, dated _____ issued by _____, a corporation organized in the State of _____, as Surety on behalf of _____ as Principal, and in favor of the City of Los Angeles, a Municipal Corporation, as co-obligees.

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, should it arrange for or undertake the completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract; and shall otherwise satisfy all terms and conditions and perform all other obligations set forth in said contract at the time and in the manner provided therein.

In no event shall the aggregate liability of the Surety to either or both Obligees exceed the penal sum of this Performance and Payment Bonds, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly to both.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond(s) except as hereinbefore set forth.

In witness to and in acknowledgment whereof the Principal, Surety and Obligees hereunto affixed their signatures and seals this _____ Day of _____, A.D., 20__.

PRINCIPAL (First Corporate)

OBLIGEE

PRINCIPAL (Second Corporate)

By: _____

By: _____

CITY OF LOS ANGELES
OBLIGEE

SURETY

By: _____

By: _____

This Dual Obligee Rider is a part of the bond(s) referenced herein. If not signed and **notarized** by all non-City parties named, this/these bond(s) is/are null and void.

THIS FORM MUST BE SUBMITTED WITH BOND AND INSURANCE DOCUMENTS

BOND DOCUMENT & DUAL OBLIGEE RIDER EXECUTION INSTRUCTIONS

(also see <http://cao.lacity.org/risk/BondDocExecutionInstructions.pdf>)

NOTE: *Incomplete or incorrect execution will result in a delay in processing your document(s).*

ALL SIGNATURES ON DOCUMENTS MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC AND ON THE PROPER FORM

For your quick reference, the City of Los Angeles has outlined the following required elements of bond documents for each type of legal entity listed below:

INDIVIDUALS

Example: *(Name of Individual) D.B.A. (Name of Company)*

John Doe D.B.A. John Doe Construction

The individual must sign the bond.

All principal signatures on documents must be acknowledged before a notary public on separate acknowledgement forms.

PARTNERSHIPS AND LIMITED PARTNERSHIPS

One general partner must sign the bond.

The City of Los Angeles must be furnished a copy of the partnership agreement confirming that the person signing the document is a partner.

All principal signatures on documents must be acknowledged before a notary public on separate acknowledgement forms.

JOINT VENTURES

All joint venturers must sign the bond.

All principal signatures on documents must be acknowledged before a notary public on separate acknowledgement forms.

CORPORATIONS

Corporations must have signatures from two corporate officers on their bond document.

Examples of acceptable corporate officer signatures include those of the corporation's Chairman of the Board, President, Vice President, Secretary or Assistant Secretary, Chief Financial Officer or Assistant Chief Financial Officer, Treasurer or Assistant Treasurer.

A corporate seal must appear on the bond.

Please note that an authorized agent may also sign for a corporation provided that the City of Los Angeles is furnished a **certified copy** of the Board of Directors' Resolution authorizing such person to execute the document on behalf of the corporation.

All principal signatures on bond documents must be acknowledged before a notary public on separate acknowledgement forms.

LIMITED LIABILITY COMPANIES (LLC) and TRUST AGREEMENTS

The City of Los Angeles must be furnished a copy of the Operating Agreement or Trust Agreement showing that the person(s) signing are authorized to sign on behalf of the LLC or Trust.

FEDERAL

(<http://www.access.gpo.gov/davisbacon/>)

&

STATE

(<http://www.dir.ca.gov/dlsr/PWD/index.htm>)

GENERAL WAGE

DECISIONS/DETERMINATIONS

&

LABOR NOTICES

(see

<http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf>)

General Decision Number: CA130033 03/08/2013 CA33

Superseded General Decision Number: CA20120033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	03/01/2013
3	03/08/2013

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$	32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$	24.21	13.76

ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$	18.70	8.65

BOIL0092-003 05/01/2011

Rates	Fringes
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BOILERMAKER.....\$ 41.26 25.27

* BRCA0004-007 05/01/2012

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 36.71 12.85

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2012

Rates Fringes

MARBLE FINISHER.....\$ 27.04 10.66

TILE FINISHER.....\$ 22.37 9.19

TILE LAYER.....\$ 33.55 13.55

BRCA0018-010 09/01/2009

Rates Fringes

TERRAZZO FINISHER.....\$ 26.59 9.62

TERRAZZO WORKER/SETTER.....\$ 33.63 10.46

CARP0409-001 07/01/2010

Rates Fringes

CARPENTER

- (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....\$ 37.35 11.08
- (2) Millwright.....\$ 37.85 11.08
- (3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....\$ 37.48 10.58
- (3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....\$ 37.48 11.08
- (4) Pneumatic Nailer, Power Stapler.....\$ 37.60 11.08
- (5) Sawfiler.....\$ 37.44 11.08
- (6) Scaffold Builder.....\$ 28.55 11.08
- (7) Table Power Saw

Operator.....\$ 37.45 11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2008

Rates Fringes

Diver

(1) Wet.....\$ 663.68 9.82
(2) Standby.....\$ 331.84 9.82
(3) Tender.....\$ 323.84 9.82
(4) Assistant Tender.....\$ 299.84 9.82

Amounts in "Rates" column are per day

CARP0409-005 07/01/2010

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....\$ 37.35 11.08
STOCKER/SCRAPPER.....\$ 10.00 6.67

CARP0409-008 08/01/2010

Rates Fringes

Modular Furniture Installer.....\$ 17.00 7.41

ELEC0011-004 07/30/2012

Rates Fringes

ELECTRICIAN (INSIDE
ELECTRICAL WORK)

Journeyman Electrician.....\$ 37.95 3%+23.96

ELECTRICIAN (INTELLIGENT
TRANSPORTATION SYSTEMS Street
Lighting, Traffic Signals,
CCTV, and Underground Systems)

Journeyman Transportation
Electrician.....\$ 37.90 3%+24.00
Technician.....\$ 28.43 3%+23.72

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.

TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

* ELEC0011-005 11/26/2012

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 27.25	12.25
Technician.....	\$ 29.05	12.30

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems
 Background-Foreground Music Intercom and Telephone
 Interconnect Systems Sound and Musical Entertainment
 Systems Nurse Call Systems Radio Page Systems School
 Intercom and Sound Systems Burglar Alarm Systems
 Low-Voltage Master Clock Systems Multi-Media/Multiplex
 Systems Telephone Systems RF Systems and Antennas and Wave
 Guide

C. *Fire Alarm Systems-installation, wire pulling and
 testing.

D. Television and Video Systems Television Monitoring and
 Surveillance Systems Video Security Systems Video
 Entertainment Systems Video Educational Systems CATV and
 CCTV

E. Security Systems, Perimeter Security Systems, Vibration
 Sensor Systems
 Sonar/Infrared Monitoring Equipment, Access Control Systems,
 Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
 raceways performed at the current electrician wage rate and
 fringe benefits. Installation and termination of devices,
 panels, startup, testing and programming performed by the
 Technician.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

 ELEC1245-001 06/01/2012

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 39.09	
\$ 39.09	12.97
(3) Groundman.....\$ 29.91	12.70
(4) Powderman.....\$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day
 and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2012

Rates Fringes

ELEVATOR MECHANIC.....\$ 47.73	23.535
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FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2012

Rates Fringes

OPERATOR: Power Equipment
 (All Other Work)

GROUP 1.....	\$ 37.40	20.00
GROUP 2.....	\$ 38.18	20.00
GROUP 3.....	\$ 38.47	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 41.06	20.00
GROUP 6.....	\$ 40.18	20.00
GROUP 8.....	\$ 41.39	20.00
GROUP 9.....	\$ 40.41	20.00
GROUP 10.....	\$ 40.41	20.00
GROUP 11.....	\$ 40.58	20.00
GROUP 12.....	\$ 40.58	20.00
GROUP 13.....	\$ 40.68	20.00
GROUP 14.....	\$ 40.71	20.00
GROUP 15.....	\$ 40.79	20.00
GROUP 16.....	\$ 40.91	20.00
GROUP 17.....	\$ 41.08	20.00
GROUP 18.....	\$ 41.18	20.00
GROUP 19.....	\$ 41.29	20.00
GROUP 20.....	\$ 41.41	20.00
GROUP 21.....	\$ 41.58	20.00
GROUP 22.....	\$ 41.68	20.00
GROUP 23.....	\$ 41.79	20.00
GROUP 24.....	\$ 41.91	20.00
GROUP 25.....	\$ 42.08	20.00

OPERATOR: Power Equipment
 (Cranes, Piledriving &
 Hoisting)

GROUP 1.....	\$ 38.75	20.00
GROUP 2.....	\$ 39.53	20.00
GROUP 3.....	\$ 39.82	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 40.18	20.00
GROUP 6.....	\$ 40.29	20.00
GROUP 7.....	\$ 40.41	20.00
GROUP 8.....	\$ 40.58	20.00
GROUP 9.....	\$ 40.75	20.00
GROUP 10.....	\$ 41.75	20.00
GROUP 11.....	\$ 42.75	20.00
GROUP 12.....	\$ 43.75	20.00
GROUP 13.....	\$ 44.75	20.00

OPERATOR: Power Equipment
 (Tunnel Work)

GROUP 1.....	\$ 39.25	20.00
GROUP 2.....	\$ 40.03	20.00
GROUP 3.....	\$ 40.32	20.00

GROUP 4.....	\$ 40.46	20.00
GROUP 5.....	\$ 40.68	20.00
GROUP 6.....	\$ 40.79	20.00
GROUP 7.....	\$ 40.91	20.00

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 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); 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; 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); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator

(asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (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; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in 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 (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, 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 yds. struck); Rubber-tired earth-moving equipment operator, operating 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; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

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

GROUP 5: Hydraulic boom truck; 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; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; 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, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

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); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); 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)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; 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 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1,

T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34, T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is

the SW corner of the NW quarter of Section 6, T27S, R42E, MDM.
 Continue E in a straight line to the California and Nevada
 state border at the point which is the NW corner of Section 1,
 T17N, R14E, San Bernardino Meridian. Then continue NW along
 the state line to the starting point, which is the center of
 Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2012

Rates Fringes

OPERATOR: Power Equipment
 (DREDGING)

(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

 IRON0002-004 01/01/2013

Rates Fringes

Ironworkers:

Fence Erector.....	\$ 26.58	16.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	25.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
 Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
 Center-Goldstone, San Clemente Island, San Nicholas Island,
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
 Naval Post Graduate School - Monterey, Yermo Marine Corps
 Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 LABO0300-001 07/01/2012

	Rates	Fringes
Brick Tender.....	\$ 27.17	17.36

LABO0300-003 07/01/2012

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 30.04	14.20
GROUP 2.....	\$ 29.09	14.20
GROUP 3.....	\$ 25.55	14.20
LABORER (TUNNEL)		
GROUP 1.....	\$ 33.69	17.35
GROUP 2.....	\$ 34.01	17.35
GROUP 3.....	\$ 34.47	17.35
GROUP 4.....	\$ 35.16	17.35
LABORER		
GROUP 1.....	\$ 28.09	15.77
GROUP 2.....	\$ 28.64	15.77
GROUP 3.....	\$ 29.19	15.77
GROUP 4.....	\$ 30.74	15.77
GROUP 5.....	\$ 31.09	15.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner;

Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, 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 person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; 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-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever

and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0300-005 08/05/2009

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

LABO0882-002 01/01/2010

Rates Fringes

Asbestos Removal Laborer.....\$ 26.15 11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 08/01/2012

Rates Fringes

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...\$ 29.01 11.68
(2) Vehicle Operator/Hauler.\$ 29.18 11.68
(3) Horizontal Directional Drill Operator.....\$ 31.03 11.68
(4) Electronic Tracking Locator.....\$ 33.03 11.68

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....\$ 29.96 14.38
GROUP 2.....\$ 31.26 14.38
GROUP 3.....\$ 33.27 14.38
GROUP 4.....\$ 35.01 14.38

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and

equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

* PAIN0036-001 03/01/2013

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....\$ 26.05	11.13
(2) All Other Work.....\$ 29.32	11.13

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

* PAIN0036-006 01/01/2013

Rates Fringes

DRYWALL FINISHER/TAPER

Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 29.19	14.81
Remainder of Los Angeles County.....\$ 33.22	14.81

PAIN0036-015 06/01/2012

Rates Fringes

GLAZIER.....\$ 38.95	19.83
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FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 05/01/2012

Rates Fringes

SOFT FLOOR LAYER.....\$ 30.85	10.54
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PLAS0200-009 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

 PLAS0500-002 10/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.50	18.72

 PLUM0016-001 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		
All other work except		
work on new additions and		
remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft.		
of floor space and work		
on strip malls, light		
commercial, tenant		
improvement and remodel		
work.....	\$ 41.60	19.68
Work ONLY on new additions		
and remodeling of bars,		
restaurant, stores and		
commercial buildings not		
to exceed 5,000 sq. ft. of		
floor space.....	\$ 40.33	18.70
Work ONLY on strip malls,		
light commercial, tenant		
improvement and remodel		
work.....	\$ 32.49	17.03

 PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

 ROOF0036-002 08/01/2012

	Rates	Fringes
ROOFER.....	\$ 34.65	11.38

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-013 01/01/2013

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.03	19.37

* SFCA0709-005 01/01/2013

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.41	23.77

SHEE0105-002 07/01/2012

LOS ANGELES (South of a straight line between gorman and Big Pines includingg Catalina Island)

	Rates	Fringes
SHEET METAL WORKER (1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 24.87	8.04
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 24.87	8.34

SHEE0105-003 07/01/2012

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 41.45	20.41

(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...\$ 35.75 26.41

 SHEE0105-004 01/01/2012

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 32.95	18.91

 TEAM0011-002 07/01/2012

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.29	21.69
GROUP 2.....	\$ 27.44	21.69
GROUP 3.....	\$ 27.57	21.69
GROUP 4.....	\$ 27.76	21.69
GROUP 5.....	\$ 27.79	21.69
GROUP 6.....	\$ 27.82	21.69
GROUP 7.....	\$ 28.07	21.69
GROUP 8.....	\$ 28.32	21.69
GROUP 9.....	\$ 28.52	21.69
GROUP 10.....	\$ 28.82	21.69
GROUP 11.....	\$ 29.35	21.69
GROUP 12.....	\$ 29.75	21.69

WORK ON ALL MILITARY BASES:
 PREMIUM PAY: \$3.00 per hour additional.
 [29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3

axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # ASBESTOS WORKER, HEAT AND FROST INSULATOR

DETERMINATION: SC-3-5-1-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: June 23, 2013**. 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.

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate				
		Health And Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2x	2x	Saturday 1 1/2x	2x	Sunday and Holiday
Mechanic	^a 32.79	^b 7.54	ⁱ 7.86	2.47	0.64	-	8	51.30	^c 67.70	84.09	^d 67.70	84.09	^e 84.09

DETERMINATION: SC-3-5-3-2012-1

ISSUE DATE: February 22, 2012

EXPIRATION DATE OF DETERMINATION: June 24, 2012*. 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.

Hazardous Material Handler Mechanic	^h 17.10	^f 4.29	5.91	-	0.22	-	8	27.52	36.07	-	36.07	-	^g 36.07
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[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes 5% of employees gross wage for dues/service fee check-off plus \$0.25 for supplemental dues.

^b Occupational Health and Research and Mortuary Fund included in Health and Welfare.

^c Rate applies to the first 2 overtime hours. Applies to all daily overtime hours on maintenance and asbestos abatement projects.

^d Rate applies to first 8 hours worked on new construction. Applies to all Saturday hours on maintenance and asbestos abatement projects.

^e \$116.88 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.

^f Includes \$0.40 for medical monitoring in compliance with industry regulations procedures and \$0.12 for Occupational Health Plan

^g \$61.72 per hour for work on Labor Day.

^h Includes 5% of employees gross wage for dues/service fee check-off plus \$0.06 for supplemental dues.

ⁱ After 5 years of service in the industry, there will be a \$0.50 re-allocation from Basic Hourly Rate to Pension. After 15 years of service, there will be an additional \$1.00 re-allocation (\$1.50 total) from Basic Hourly Rate to Pension. After 20 years of service, there will be an additional \$1.00 re-allocation (\$2.50 total) from Basic Hourly Rate to Pension. The amount re-allocated is factored into overtime. 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.

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 (415) 703-5191.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: FENCE BUILDER (CARPENTER)

DETERMINATION: SC-23-31-20-2012-1

ISSUE DATE: February 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2012* Effective until superseded by a new determination issued by the Department of Industrial Relations. Contact the Division of Labor Statistics & Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily	Saturday ^b	Sunday and Holiday
Fence Builder	\$32.33	\$4.70	\$3.41	\$3.30	\$0.42	\$0.21	8	\$44.37	1 1/2X ^a	1 1/2X	\$76.70

^aRate applies to the first 4 overtime hours. All other time is paid at the Sunday and Holiday overtime hourly rate.

^bSaturdays in the same work week may be worked for which the employee shall receive eight (8) hours' pay at the straight-time rate of pay if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage 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: # CARPENTER AND RELATED TRADES

DETERMINATION: SC-23-31-2-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ and Holiday	Training	Other	Total Hourly Rate	Hours	Daily ^e 1 1/2X	Saturday ^b 1 1/2X	Sunday and Holiday
^a AREA 1											
Carpenter ^{ci} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	\$37.35	\$5.45	\$3.66	\$3.30 ^f	\$0.42	\$0.31	8	\$50.49	\$69.165	\$69.165	\$87.84
Pile Driverman ^l , Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer	37.48	5.45	3.66	3.30 ^f	0.42	0.31	8	50.62	69.36	69.36	88.10
Bridge Carpenter ^c	37.48	5.45	3.66	3.30 ^f	0.42	0.31	8	50.62	69.36	69.36	88.10
Shingler ^c	37.48	5.45	3.66	3.30 ^f	0.42	0.31	8	50.62	69.36	69.36	88.10
Saw Filer	37.44	5.45	3.66	3.30 ^f	0.42	0.31	8	50.58	69.30	69.30	88.02
Table Power Saw Operator	37.45	5.45	3.66	3.30 ^f	0.42	0.31	8	50.59	69.315	69.315	88.04
Pneumatic Nailer or Power Stapler	37.60	5.45	3.66	3.30 ^f	0.42	0.31	8	50.74	69.54	69.54	88.34
Roof Loader of Shingles	26.24	5.45	3.66	3.30 ^f	0.42	0.31	8	39.38	52.50	52.50	65.62
Scaffold Builder	28.55	5.45	3.66	3.30 ^f	0.42	0.31	8	41.69	55.965	55.965	70.24
Millwright ^c	37.85	5.45	3.66	3.30 ^f	0.42	0.31	8	50.99	69.915	69.915	88.84
Head Rockslinger	37.58	5.45	3.66	3.30 ^f	0.42	0.31	8	50.72	69.51	69.51	88.30
Rock Bargeman or Scowman	37.38	5.45	3.66	3.30 ^f	0.42	0.31	8	50.52	69.21	69.21	87.90
Diver, Wet (Up To 50 Ft. Depth) ^d	^h 82.96	5.45	3.66	3.30 ^f	0.42	0.31	8	96.10	137.58	137.58	179.06
Diver, (Stand-By) ^d	^h 41.48	5.45	3.66	3.30 ^f	0.42	0.31	8	54.62	75.36	75.36	96.10
Diver's Tender ^d	40.48	5.45	3.66	3.30 ^f	0.42	0.31	8	53.62	73.86	73.86	94.10
Assistant Tender (Diver's) ^d	37.48	5.45	3.66	3.30 ^f	0.42	0.31	8	50.62	69.36	69.36	88.10

^a AREA 2

Carpenter ^{ci} , Cabinet Installer, Insulation Installer, Hardwood Floor Worker, Acoustical Installer	36.78	5.45	3.66	3.30 ^f	0.42	0.31	8	49.92	68.31	68.31	86.70
Shingler ^c	36.91	5.45	3.66	3.30 ^f	0.42	0.31	8	50.05	68.505	68.505	86.96
Saw Filer	36.87	5.45	3.66	3.30 ^f	0.42	0.31	8	50.01	68.445	68.445	86.88
Table Power Saw Operator	36.88	5.45	3.66	3.30 ^f	0.42	0.31	8	50.02	68.46	68.46	86.90
Pneumatic Nailer or Power Stapler	37.03	5.45	3.66	3.30 ^f	0.42	0.31	8	50.17	68.685	68.685	87.20
Roof Loader of Shingles	25.84	5.45	3.66	3.30 ^f	0.42	0.31	8	38.98	51.90	51.90	64.82

DETERMINATION: SC-31-741-1-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: May 31, 2013** 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.

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ and Holiday	Training	Total Hourly Rate	Hours	Daily 1 1/2X	Saturday/ Sunday 1 1/2X	Holiday 2X
Terrazzo Installer	\$35.25	5.45	3.66	3.30 ^f	0.32	8	47.98	65.61	65.61	83.23
Terrazzo Finisher	28.75	5.45	3.66	3.30 ^f	0.32	8	41.48	55.85	55.85	70.23

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

- AREA 1** - Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura counties.
- AREA 2** - Inyo, Kern, and Mono counties. For Bridge Carpenter, Scaffold Builder, Pile Driverman, Derrick Bargeman, Rockslinger, Bridge or Dock Carpenter, Cable Splicer, Millwright, Head Rockslinger, Rock Bargeman or Scowman, Diver, Wet (Up to 50 Ft. Depth), Diver (Stand-By), Diver's Tender, and Assistant Tender (Diver's) rates, please see **Area 1** as this rate applies to **Area 2** as well. Basic Hourly Rates for **Area 2** include an additional amount deducted for vacation/holiday.
- 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.
- When performing welding work requiring certification, classification will receive an additional \$1.00 per hour.
- Shall receive a minimum of 8 hours pay for any day or part thereof.
- 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.
- Includes an amount for supplemental dues.
- 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.
- 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.
- 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.
- 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: #MODULAR FURNITURE INSTALLER (CARPENTER)

INTERIM DETERMINATION: SC-23-31-16-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

LOCALITY: All Localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X ^b	6 th Workday 1 1/2X ^b	7 th Workday/ Holiday 2X
MODULAR INSTALLER											
Installer	\$17.00	\$4.70	\$1.86	\$1.85	-	-	8	\$25.41	\$33.91	\$33.91	\$42.41
Lead Installer	\$19.00	\$4.70	\$1.86	\$1.85	-	-	8	\$27.41	\$36.91	\$36.91	\$46.41

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

a) Includes an amount for Supplemental Dues.

b) Rate applies to the first 4 daily overtime hours and the first 12 hours on a sixth (6th) consecutive day. All other daily overtime is paid at the 7th Workday/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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: #DRYWALL INSTALLER/LATHER (CARPENTER)

DETERMINATION: SC-31-X-41-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments			Training	Other	Straight-Time		Overtime Hourly Rates		
			Pension	Vacation/ Holiday ^a				Hours	Total Hourly Rate	Daily	Saturday	Sunday and Holiday 2X
Drywall Installer/ Lather	\$37.35	\$5.45	\$3.66	\$3.30	\$0.42	\$0.52	8	\$50.70	\$69.375	\$69.375	\$88.05	

DETERMINATION: SC-31-X-41-2012-1A

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2016* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

Stocker, Scrapper	\$10.00	\$5.45	-	\$2.30	\$0.42	-	8	\$18.17	\$23.17	\$23.17	\$28.17
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Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for supplemental dues.

^b 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: # ELEVATOR CONSTRUCTOR

DETERMINATION: SC-62-X-999-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: July 9, 2013* 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.

LOCALITY: All localities within Imperial, Los Angeles, Orange, Riverside, San Diego, Santa Barbara and Ventura counties. ^aPortions of Kern, San Bernardino and San Luis Obispo counties are detailed below.

Classification (Journey person)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension ^e	Vacation/ Holiday ^b	Training	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 ½X	Saturday ^d 1 ½X	Sunday and Holiday
Mechanic	\$48.23	11.875	12.71	4.37	0.60	0.30	8	\$78.085	\$102.20	\$102.20	\$126.315
Mechanic (employed in industry more than 5 years)	\$48.23	11.875	12.71	5.34	0.60	0.30	8	\$79.055	\$103.17	\$103.17	\$127.285
Helper ^c	\$33.76	11.875	12.71	3.51	0.60	0.30	8	\$62.755	\$79.635	\$79.635	\$96.515
Helper (employed in industry more than 5 years) ^c	\$33.76	11.875	12.71	4.18	0.60	0.30	8	\$63.425	\$80.305	\$80.305	\$97.185

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Applies to that portion of these counties south of the Tehachapi Line. For more information contact the Office of the Director – Research Unit.

^b Includes an amount for 8 paid holidays.

^c Ratio: The total number of Helpers employed shall not exceed the number of Mechanics on any one job. For more information on the use of Helpers, contact the Office of the Director – Research Unit.

^d For Contract Service work only. All other overtime is paid at the Sunday/Holiday rate.

^e Includes an amount for Annuity Trust Fund.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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

DETERMINATION: SC-23-63-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$37.40	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$58.89	\$77.590	\$77.590	\$96.29
Group 2	\$38.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.67	\$78.760	\$78.760	\$97.85
Group 3	\$38.47	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.96	\$79.195	\$79.195	\$98.43
Group 4	\$39.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.45	\$81.430	\$81.430	\$101.41
Group 6	\$40.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.67	\$81.760	\$81.760	\$101.85
Group 8	\$40.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.78	\$81.925	\$81.925	\$102.07
Group 10	\$40.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.90	\$82.105	\$82.105	\$102.31
Group 12	\$40.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.07	\$82.360	\$82.360	\$102.65
Group 13	\$40.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.17	\$82.510	\$82.510	\$102.85
Group 14	\$40.71	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.20	\$82.555	\$82.555	\$102.91
Group 15	\$40.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.28	\$82.675	\$82.675	\$103.07
Group 16	\$40.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.40	\$82.855	\$82.855	\$103.31
Group 17	\$41.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.57	\$83.110	\$83.110	\$103.65
Group 18	\$41.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.67	\$83.260	\$83.260	\$103.85
Group 19	\$41.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.78	\$83.425	\$83.425	\$104.07
Group 20	\$41.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.90	\$83.605	\$83.605	\$104.31
Group 21	\$41.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.07	\$83.860	\$83.860	\$104.65
Group 22	\$41.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.17	\$84.010	\$84.010	\$104.85
Group 23	\$41.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.28	\$84.175	\$84.175	\$105.07
Group 24	\$41.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.40	\$84.355	\$84.355	\$105.31
Group 25	\$42.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.57	\$84.610	\$84.610	\$105.65

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

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

DETERMINATION: SC-23-63-2-2012-1

CLASSIFICATIONS:

GROUP 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engine Oiler
Forklift Operator (includes load, 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 load, lull or similar types – over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
RJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to 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)
Equipment Greaser (truck)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30 maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
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 6ft.)
Vacuum or Muck Truck

GROUP 5 (for multi-shift rate, see page 9B)

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
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)

Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamer, 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
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yds.),
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamer-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
Volume Mixer Operator
Welder – General

GROUP 7 (for multi-shift rate, see page 9B)

Welder – General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)
Asphalt Paving Machine Operator (barber greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Cast in Place Pipe Laying Machine Operator
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 (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
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
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)
Pumpcrete Gun Operator
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)
Rotary Drill Operator (excluding caisson type)
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)
Soil Remediation Plant Operator (CMI, Envirotech or Similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
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, tamer, 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)

DETERMINATION: SC-23-63-2-2012-1

GROUP 9 (for multi-shift rate, see page 9B)

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
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 1/2 yds.)
Welder - Certified
Woods Mixer Operator (and similar pugmill equipment)

GROUP 11 (for multi-shift rate, see page 9B)

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 (Operating Weight 100,000 lbs. - 200,000 lbs)
Hoe Ram or similar with compressor
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
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 yds. 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 (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)

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 fifty cents (50¢) 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 on pages 13 and 14 of 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.

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)
Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types -

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, 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 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)

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-23-63-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$37.90	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.39	\$78.340	\$78.340	\$97.29
Group 2	\$38.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.17	\$79.510	\$79.510	\$98.85
Group 3	\$38.97	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.46	\$79.945	\$79.945	\$99.43
Group 4	\$40.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.95	\$82.180	\$82.180	\$102.41
Group 6	\$40.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.17	\$82.510	\$82.510	\$102.85
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Group 14	\$41.21	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.70	\$83.305	\$83.305	\$103.91
Group 15	\$41.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.78	\$83.425	\$83.425	\$104.07
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Group 23	\$42.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.78	\$84.925	\$84.925	\$106.07
Group 24	\$42.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.90	\$85.105	\$85.105	\$106.31
Group 25	\$42.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.07	\$85.360	\$85.360	\$106.65

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday 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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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-23-63-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$38.40	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.89	\$79.090	\$79.090	\$98.29
Group 2	\$39.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.67	\$80.260	\$80.260	\$99.85
Group 3	\$39.47	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.96	\$80.695	\$80.695	\$100.43
Group 4	\$40.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.45	\$82.930	\$82.930	\$103.41
Group 5	\$41.06	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.55	\$83.080	\$83.080	\$103.61
Group 6	\$41.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.67	\$83.260	\$83.260	\$103.85
Group 7	\$41.28	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.77	\$83.410	\$83.410	\$104.05
Group 8	\$41.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.78	\$83.425	\$83.425	\$104.07
Group 9	\$41.39	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.88	\$83.575	\$83.575	\$104.27
Group 10	\$41.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.90	\$83.605	\$83.605	\$104.31
Group 11	\$41.51	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.00	\$83.755	\$83.755	\$104.51
Group 12	\$41.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.07	\$83.860	\$83.860	\$104.65
Group 13	\$41.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.17	\$84.010	\$84.010	\$104.85
Group 14	\$41.71	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.20	\$84.055	\$84.055	\$104.91
Group 15	\$41.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.28	\$84.175	\$84.175	\$105.07
Group 16	\$41.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.40	\$84.355	\$84.355	\$105.31
Group 17	\$42.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.57	\$84.610	\$84.610	\$105.65
Group 18	\$42.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.67	\$84.760	\$84.760	\$105.85
Group 19	\$42.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.78	\$84.925	\$84.925	\$106.07
Group 20	\$42.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.90	\$85.105	\$85.105	\$106.31
Group 21	\$42.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.07	\$85.360	\$85.360	\$106.65
Group 22	\$42.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.17	\$85.510	\$85.510	\$106.85
Group 23	\$42.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.28	\$85.675	\$85.675	\$107.07
Group 24	\$42.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.40	\$85.855	\$85.855	\$107.31
Group 25	\$43.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.57	\$86.110	\$86.110	\$107.65

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: # DREDGER (OPERATING ENGINEER)

DETERMINATION: SC-63-12-23-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: August 1, 2013* 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.

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

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate			
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday 2X	Holiday 3X
Chief Engineer, Deck Captain	\$42.40	11.20	6.35	^a 2.85	0.80	0.15	8	63.75	84.950	84.950	106.150	148.550
Leverman	45.40	11.20	6.35	^a 2.85	0.80	0.15	8	66.75	89.450	89.450	112.150	157.550
Watch Engineer, Welder, Deckmate Winchman	40.82	11.20	6.35	^a 2.85	0.80	0.15	8	62.17	82.580	82.580	102.990	143.810
(Stern Winch on Dredge)	40.27	11.20	6.35	^a 2.85	0.80	0.15	8	61.62	81.755	81.755	101.890	142.160
Fireman-Oiler, Leveehand Deckhand (can operate anchor scow under direction of mate)												
Bargeman	39.73	11.20	6.35	^a 2.85	0.80	0.15	8	61.08	80.945	80.945	100.810	140.540
Dozer Operator	40.93	11.20	6.35	^a 2.85	0.80	0.15	8	62.28	82.745	82.745	103.210	144.140
Hydrographic Surveyor	41.69	11.20	6.35	^a 2.85	0.80	0.15	8	63.04	83.885	83.885	104.730	146.420
Barge Mate	40.34	11.20	6.35	^a 2.85	0.80	0.15	8	61.69	81.860	81.860	102.030	142.370

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for supplemental dues.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer)

DETERMINATION: SC-23-63-2-2012-1B

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$38.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.24	\$79.615	\$79.615	\$98.99
Group 2	\$39.53	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.02	\$80.785	\$80.785	\$100.55
Group 3	\$39.82	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.31	\$81.220	\$81.220	\$101.13
Group 4	\$39.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.45	\$81.430	\$81.430	\$101.41
Group 5	\$40.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.67	\$81.760	\$81.760	\$101.85
Group 6	\$40.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.78	\$81.925	\$81.925	\$102.07
Group 7	\$40.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.90	\$82.105	\$82.105	\$102.31
Group 8	\$40.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.07	\$82.360	\$82.360	\$102.65
Group 9	\$40.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.24	\$82.615	\$82.615	\$102.99
Group 10	\$41.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.24	\$84.115	\$84.115	\$104.99
Group 11	\$42.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.24	\$85.615	\$85.615	\$106.99
Group 12	\$43.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$65.24	\$87.115	\$87.115	\$108.99
Group 13	\$44.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$66.24	\$88.615	\$88.615	\$110.99

* # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

NOTE: For Special Shift and Multi-Shift, see pages 10A-1 and 10A-2.

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

Determination: SC-23-63-2-2012-1B; SC-23-63-2-2012-1B1; SC-23-63-2-2012-1B2

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
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
Self Climbing Scaffold (or similar type)
Shovel, Dragline, Clamshell Operator (over 3/4 yd and up to 5 cu yds, M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

GROUP 7

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

GROUP 8

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

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 fifty cents (50¢) 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.

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 tons 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 tons M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 tons 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)
Mobile Tower Crane Operator (over 300 tons)

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-23-63-2-2012-1B1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (c) 1 1/2X	Saturday (d) 1 1/2X	Sunday/ Holiday 2X
Classification Groups (b)											
Group 1	\$39.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.74	\$80.365	\$80.365	\$99.99
Group 2	\$40.03	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.52	\$81.535	\$81.535	\$101.55
Group 3	\$40.32	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.81	\$81.970	\$81.970	\$102.13
Group 4	\$40.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.95	\$82.180	\$82.180	\$102.41
Group 5	\$40.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.17	\$82.510	\$82.510	\$102.85
Group 6	\$40.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.28	\$82.675	\$82.675	\$103.07
Group 7	\$40.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.40	\$82.855	\$82.855	\$103.31
Group 8	\$41.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.57	\$83.110	\$83.110	\$103.65
Group 9	\$41.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.74	\$83.365	\$83.365	\$103.99
Group 10	\$42.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.74	\$84.865	\$84.865	\$105.99
Group 11	\$43.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.74	\$86.365	\$86.365	\$107.99
Group 12	\$44.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$65.74	\$87.865	\$87.865	\$109.99
Group 13	\$45.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$66.74	\$89.365	\$89.365	\$111.99

*# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday 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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: #Cranes, Pile Driver and Hoisting Equipment (Operating Engineer, Multi-Shift)

DETERMINATION: SC-23-63-2-2012-1B2

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (e)	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups (b)											
Group 1	\$39.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.24	\$81.115	\$81.115	\$100.99
Group 2	\$40.53	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.02	\$82.285	\$82.285	\$102.55
Group 3	\$40.82	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.31	\$82.720	\$82.720	\$103.13
Group 4	\$40.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.45	\$82.930	\$82.930	\$103.41
Group 5	\$41.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.67	\$83.260	\$83.260	\$103.85
Group 6	\$41.29	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.78	\$83.425	\$83.425	\$104.07
Group 7	\$41.41	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.90	\$83.605	\$83.605	\$104.31
Group 8	\$41.58	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.07	\$83.860	\$83.860	\$104.65
Group 9	\$41.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.24	\$84.115	\$84.115	\$104.99
Group 10	\$42.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.24	\$85.615	\$85.615	\$106.99
Group 11	\$43.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$65.24	\$87.115	\$87.115	\$108.99
Group 12	\$44.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$66.24	\$88.615	\$88.615	\$110.99
Group 13	\$45.75	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$67.24	\$90.115	\$90.115	\$112.99

* # Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see page 10B.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^e 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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 OPERATING ENGINEER

DETERMINATION: SC-63-12-33-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: October 1, 2013* 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 (10) days from the expiration date, if no subsequent determination is issued.

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

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Total Hourly Hours	Rate	Daily/ Saturday ^b 1½X	Sunday ^c 2X	Holiday ^c 3X

Landscape Operating Engineer

Backhoe Operators

Forklifts-Tree Planting Equipment (jobsite)

HDR Welder-Landscape, Irrigation, Operating Engineers' Equipment

Roller Operators

Rubber-tired & Track Earthmoving Equipment

Skiploader Operators

Trencher-31 horsepower and up	\$30.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.15	8.0	\$51.81	\$67.04	82.27	112.73
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Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for supplemental dues.

^b Rate applies to the first four overtime hours daily and the first twelve hours on Saturday. Thereafter use the Sunday overtime rate.

^c 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.

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/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: #Tunnel (Operating Engineer)

DETERMINATION: SC-23-63-2-2012-1C

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* Effective until superseded by a new determination issued by the Department of Industrial Relations. Contact the Office of the Director – Research Unit t (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
									1 1/2X	1 1/2X	2X
Classification Groups											
Group 1	\$39.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.74	\$80.365	\$80.365	\$99.99
Group 2	\$40.03	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.52	\$81.535	\$81.535	\$101.55
Group 3	\$40.32	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.81	\$81.970	\$81.970	\$102.13
Group 4	\$40.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.95	\$82.180	\$82.180	\$102.41
Group 5	\$40.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.17	\$82.510	\$82.510	\$102.85
Group 6	\$40.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.28	\$82.675	\$82.675	\$103.07
Group 7	\$40.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.40	\$82.855	\$82.855	\$103.31
Group 8	\$41.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.57	\$83.110	\$83.110	\$103.65
Group 9	\$41.21	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.70	\$83.305	\$83.305	\$103.91

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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 3/4 yd. without attachment)

GROUP 3

Chainman

Power-Driver Jumbo Form Setter Operator

GROUP 4

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

Rodman

GROUP 5

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

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

Tugger Hoist Operator (1 drum)

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

Welder-General

GROUP 6

Backhoe Operator (up and including 3/4 yd.) Small Ford, Case or similar

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:

- 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.
- All heavy duty repairman and heavy duty combination shall receive fifty cents (50¢) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
- 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.

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-23-63-2-2012-1C1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$39.25	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$60.74	\$80.365	\$80.365	\$99.99
Group 2	\$40.03	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$61.52	\$81.535	\$81.535	\$101.55
Group 3	\$40.32	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$61.81	\$81.970	\$81.970	\$102.13
Group 4	\$40.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$61.95	\$82.180	\$82.180	\$102.41
Group 5	\$40.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$62.17	\$82.510	\$82.510	\$102.85
Group 6	\$40.79	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$62.28	\$82.675	\$82.675	\$103.07
Group 7	\$40.91	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$62.40	\$82.855	\$82.855	\$103.31
Group 8	\$41.08	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$62.57	\$83.110	\$83.110	\$103.65
Group 9	\$41.21	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	7.5	\$62.70	\$83.305	\$83.305	\$103.91

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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 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 3/4 yd.) Small Ford, Case or similar
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)
Pumperete 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 fifty cents (50¢) 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.

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

DETERMINATION: SC-23-63-2-2012-1D

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight – Time		Overtime Hourly Rate		
			Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$38.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$59.67	\$78.760	\$78.760	\$97.85
Group 2	\$39.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.45	\$81.430	\$81.430	\$101.41
Group 3	\$41.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.45	\$84.430	\$84.430	\$105.41

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

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 III

Nondestructive Testing (NDT)

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-23-63-2-2012-1D1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$38.68	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.17	\$79.510	\$79.510	\$98.85
Group 2	\$40.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$61.95	\$82.180	\$82.180	\$102.41
Group 3	\$42.46	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$63.95	\$85.180	\$85.180	\$106.41

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

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 III

Nondestructive Testing (NDT)

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-23-63-2-2012-1D2

Issue Date: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight – Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday (a)	Training	Other Payments	Hours (d)	Total Hourly Rate	Daily (b)	Saturday (c)	Sunday/ Holiday
Classification Groups									1 1/2X	1 1/2X	2X
Group 1	\$39.18	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$60.67	\$80.260	\$80.260	\$99.85
Group 2	\$40.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$62.45	\$82.930	\$82.930	\$103.41
Group 3	\$42.96	\$11.20	\$6.35	\$2.85	\$0.80	\$0.29	8	\$64.45	\$85.930	\$85.930	\$107.41

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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

Field Soils and Materials Tester
Field Asphaltic Concrete (Soils and Materials Tester)
Field Earthwork (Grading Excavation and Filling)
Roof Inspector
Water Proofer

GROUP II

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 III

Nondestructive Testing (NDT)

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-63-12-41-2001-1

ISSUE DATE: August 22, 2001

EXPIRATION DATE OF DETERMINATION: July 24, 2002* 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.

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

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation/ Holiday	Training	Other Payments ^b	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday/ Holiday 2X
Mechanic	\$22.15	\$4.21	\$1.05	\$1.78	\$.06	\$3.80	8	\$33.05	\$44.125	\$44.125	\$55.20
Lead Equipment Operator	20.15	4.12	.95	1.61	.06	3.44	8	30.33	40.405	40.405	50.48
Lead Truck Driver/ Equipment Operator	19.15	4.07	.90	1.52	.06	3.26	8	28.96	38.535	38.535	48.11
Truck Driver - End Dump/Walking Floor/Low Bed	18.15	4.02	.85	1.44	.06	3.08	8	27.60	36.675	36.675	45.75
Truck Driver - Roll Off/Transfer Station Loader Operator/Maintenance/ Fueler/Mechanic Helper	17.15	3.98	.80	1.35	.06	2.90	8	26.24	34.815	34.815	43.39
Scale House Load Checker/Water Truck Driver/Parts Runner	16.15	3.93	.75	1.27	.06	2.72	8	24.88	32.955	32.955	41.03
Laborer	11.15	3.70	.50	.85	.06	1.81	8	18.07	23.645	23.645	29.22
	9.15	3.61	.40	.68	.06	1.45	8	15.35	19.925	19.925	24.50

^a Includes an amount for Sick Leave.

^b Amount for employee stock ownership.

^c Rate applies to the sixth consecutive day of 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 Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage 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: LIGHT FIXTURE MAINTENANCE

DETERMINATION: SC-61-569-20-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* 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.

LOCALITY: All localities within **Imperial and San Diego** counties. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION (Journeyman)	Basic Hourly Rate	Employer Payments				Straight-Time Total Hourly Hours	Overtime			
		Health and Welfare	Pension	Vacation and Holiday	Training		Daily 1 1/2X	Sixth Day 1 1/2X	Seventh Day 2X	
Fixture Cleaner										
0 - 18 months	8.00	1.04	.02	.43 ^a	-	8	9.49	13.49	13.49	17.49
After 18 months	8.31	1.04	.02	.45 ^a	-	8	9.82	13.975	13.975	18.13
After 21 months	8.68	1.04	.02	.47 ^a	-	8	10.21	14.55	14.55	18.89
After 24 months	9.04	1.04	.02	.66 ^a	-	8	10.76 ^b	15.28 ^b	15.28 ^b	19.80 ^b
Serviceman										
0 -3 months	9.59	1.04	.02	.52 ^a	-	8	11.17	15.965	15.965	20.76
After 3 months	9.89	1.04	.02	.53 ^a	-	8	11.48	16.425	16.425	21.37
After 6 months	10.19	1.04	.02	.55 ^a	-	8	11.80	16.895	16.895	21.99
After 9 months	10.49	1.04	.02	.56 ^a	-	8	12.11	17.355	17.355	22.60
After 12 months	10.79	1.04	.02	.58 ^a	-	8	12.43	17.825	17.825	23.22
After 15 months	11.09	1.04	.02	.60 ^a	-	8	12.75	18.295	18.295	23.84
After 18 months	11.39	1.04	.02	.61 ^a	-	8	13.06	18.755	18.755	24.45
After 21 months	11.69	1.04	.02	.63 ^a	-	8	13.38	19.225	19.225	25.07
After 24 months	11.96	1.04	.02	.87 ^a	-	8	13.89 ^b	19.87 ^b	19.87 ^b	25.85 ^b

^a Holiday pay is based upon nine paid holidays . The Vacation pay is based upon the following: One week after one year of service, two weeks after two years of service, three weeks after 10 years of service.

^b Reflects Vacation /Holiday rate for more than two years of service. Does not reflect rates for 10 or more years of service as required in footnote "a".

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage 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: LIGHT FIXTURE MAINTENANCE

DETERMINATION: SC-830-61-1-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000* 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.

LOCALITY: All localities within **Riverside** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Basic Hourly Rate	<u>Employer Payments</u>				<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday & Sunday 1 1/2X	Holiday 2X
Lighting Maintenance Service Person	\$11.00	.29	----	.34	----	8	11.63	17.13	17.13	22.63

DETERMINATION: SC-830-61-2-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000* 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.

LOCALITY: All localities within **San Bernardino** county. For other counties please contact the Division of Labor Statistics and Research prior to Bid Advertisement at (415) 703-4774.

CLASSIFICATION	Basic Hourly Rate	<u>Employer Payments</u>				<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>	
		Health and Welfare	Pension	Vacation and Holiday	Training	Hours	Total Hourly Rate	Daily 1 1/2X	Sunday Holiday 1 1/2X
Lighting Maintenance Service Person	\$13.56	2.43	.39	----	.50	8	16.88	23.66	23.66

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage 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: FIRE SAFETY AND MISCELLANEOUS SEALING

DETERMINATION: SC-3-5-4-2012-2

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate ^d	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare ^b	Pension	Vacation/ Holiday	Other Payment	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	3X ^e
<u>ASBESTOS WORKER</u>										
Fire Safety Technician - Class I ^c (0-2000 hrs)	\$16.06	\$6.67	-	\$0.90	\$0.05	8	\$23.68	\$31.71 ^a	\$39.74	\$55.80
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$20.31	\$6.67	-	\$1.26	\$0.05	8	\$28.29	\$38.45 ^a	\$48.60	\$68.91
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$19.97	\$6.67	\$7.86	\$1.33	\$0.05	8	\$35.88	\$45.87 ^a	\$55.85	\$75.82
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$23.24	\$6.67	\$7.86	\$1.53	\$0.05	8	\$39.35	\$50.97 ^a	\$62.59	\$85.83

DETERMINATION: SC-204-X-18-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

PLUMBER

Fire Safety Technician - Class I ^c (0-2000 hrs)	\$16.03	\$7.16	-	-	\$0.50	8	\$23.69	\$31.71 ^f	\$39.72	\$55.75
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$19.63	\$7.16	-	\$1.00	\$0.50	8	\$28.29	\$38.11 ^f	\$47.92	\$67.55
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$21.66	\$7.16	\$4.64	\$1.50	\$0.50	8	\$35.46	\$46.29 ^f	\$57.12	\$78.78
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$24.13	\$7.16	\$4.64	\$2.50	\$0.50	8	\$38.93	\$51.00 ^f	\$63.06	\$87.19

^a Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^b Includes an amount for Occupational Health and Research (Applies to Asbestos Worker classifications only).

^c 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.

^d Includes an amount per hour worked for Administrative Dues.

^e No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

^f 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: FIRE SAFETY AND MISCELLANEOUS SEALING (SHIFT)

INTERIM DETERMINATION: SC-3-5-4-2012-2

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate ^d	Employer Payments				Straight-Time		Overtime Hourly Rate		
		Health and Welfare ^b	Pension	Vacation/ Holiday	Other	Hours	Total Hourly Rate	Daily and Saturday 1 1/2X	Sunday and Holiday 2X	3X ^e
<u>ASBESTOS WORKER</u>										
Fire Safety Technician - Class I ^c (0-2000 hrs)	\$16.86	\$6.67	-	\$0.90	\$0.05	8	\$24.48	\$32.91 ^a	\$41.34	\$58.20
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$21.33	\$6.67	-	\$1.26	\$0.05	8	\$29.31	\$39.98 ^a	\$50.64	\$71.97
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$20.97	\$6.67	\$7.86	\$1.33	\$0.05	8	\$36.88	\$47.37 ^a	\$57.85	\$78.82
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$24.40	\$6.67	\$7.86	\$1.53	\$0.05	8	\$40.51	\$52.71 ^a	\$64.91	\$89.31

DETERMINATION: SC-204-X-18-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

PLUMBER

Fire Safety Technician - Class I ^c (0 -2000 hrs)	\$16.83	\$7.16	-	-	\$0.50	8	\$24.49	\$32.91 ^f	\$41.32	\$58.15
Fire Safety Technician - Class II ^c (2001-4000 hrs)	\$20.61	\$7.16	-	\$1.00	\$0.50	8	\$29.27	\$39.58 ^f	\$49.88	\$70.49
Fire Safety Technician - Class III ^c (4001-6000 hrs)	\$22.74	\$7.16	\$4.64	\$1.50	\$0.50	8	\$36.54	\$47.91 ^f	\$59.28	\$82.02
Fire Safety Technician - Class IV ^c (6001 or more hrs)	\$25.34	\$7.16	\$4.64	\$2.50	\$0.50	8	\$40.14	\$52.81 ^f	\$65.48	\$90.82

^a Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other overtime is at the Sunday & Holiday rate.

^b Includes an amount for Occupational Health and Research (Applies to Asbestos Worker classifications only).

^c 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.

^d Includes an amount per hour worked for Administrative Dues.

^e No work shall be performed on Labor Day, except in special cases of extreme emergency and then only when triple (3) times is paid.

^f 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: # BOILERMAKER (FOR PIPELINES)

DETERMINATION: SC-14-X-9-2011-1

ISSUE DATE: February 22, 2011

EXPIRATION DATE OF DETERMINATION: June 30, 2011* Effective until superseded by new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

CLASSIFICATION (Journey person)	<u>Employer Payments</u>						<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health and Welfare	Pension ^b	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday 1 1/2X	Sunday/ Holiday 2X
Boilermaker/ Boilermaker Welder	\$38.07	\$8.57	\$12.36	a	\$0.75	\$0.34	8	\$60.09	\$79.125	\$79.125	\$98.16

[#] Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Included in the Basic Hourly Rate.

^b Includes an amount for Annuity Trust Fund.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage 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: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

Classification ^a (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$28.09	6.81	6.00	3.90	0.64	0.49	8	45.93	59.975	59.975	74.02
Group 2	28.64	6.81	6.00	3.90	0.64	0.49	8	46.48	60.80	60.80	75.12
Group 3	29.19	6.81	6.00	3.90	0.64	0.49	8	47.03	61.625	61.625	76.22
Group 4	30.74	6.81	6.00	3.90	0.64	0.49	8	48.58	63.95	63.95	79.32
Group 5	31.09	6.81	6.00	3.90	0.64	0.49	8	48.93	64.475	64.475	80.02

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c 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.

^d Includes an amount per hour worked for supplemental dues

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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

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

GROUP 2

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

GROUP 2 (continued)

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
High Scaler (including drilling of same)
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
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
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: TUNNEL WORKER (LABORER)

DETERMINATION: SC-23-102-12-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily	Saturday	Sunday and Holiday
Group I	\$33.69	\$6.81	\$6.00	^a \$3.90	\$0.64	\$0.49	8	\$51.53	\$68.375	\$68.375	\$85.22
Group II	\$34.01	\$6.81	\$6.00	^a \$3.90	\$0.64	\$0.49	8	\$51.85	\$68.855	\$68.855	\$85.86
Group III	\$34.47	\$6.81	\$6.00	^a \$3.90	\$0.64	\$0.49	8	\$52.31	\$69.545	\$69.545	\$86.78
Group IV ^b	\$35.16	\$6.81	\$6.00	^a \$3.90	\$0.64	\$0.49	8	\$53.00	\$70.58	\$70.58	\$88.16

^a Includes an amount per hour worked for supplemental dues.

^b 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.

^c All work performed over 12 hours in a single work day shall be paid for at double time (2x).

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)
Swamper (Brakeman and Switchman on tunnel work)
Tool Man
Top Lander
Tunnel Materials Handling Man

Group III

Blaster
Driller
Powderman
Cherry Picker
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 II

Bull Gang Mucker
Trackman
Chemical Grout Jetman
Chucktender
Cabletender
Concrete crew-include Rodders and Spreaders
Grout Mixerman
Grout Pumpman
Operating of Trowling and/or Grouting Machines
Vibratorman
Jack Hammer Pneumatic Tools (except driller)

Group IV

Shaft and Raise Work^b
Diamond Driller

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 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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: GUNITE WORKER (LABORER)

DETERMINATION: SC-102-345-1-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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 at (415) 703-4774.

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

Classification (Journeyman)	Employer Payments					Straight-Time		Overtime Hourly Rate				
	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2X ^b	2X	Saturday ^f 1 1/2X ^c	2X	Sunday and Holiday
Ground Wire Man, Nozzleman, Rodman	\$31.89 ^d	6.81	8.80	^a 4.57	0.12	8	52.19	68.135	84.08	68.135	84.08	84.08
Gunman	30.94 ^d	6.81	8.80	^a 4.57	0.12	8	51.24	66.71	82.18	66.71	82.18	82.18
Reboundman	27.40 ^d	6.81	8.80	^a 4.57	0.12	8	47.70	61.40	75.10	61.40	75.10	75.10
Entry-Level Gunite Worker Step 1 ^e (0-1000 hours)	21.00 ^d	0.00	5.61	^a 4.57	0.09	8	31.27	41.77	52.27	41.77	52.27	52.27
Entry-Level Gunite Worker Step 2 ^e (1001- 2000 hours)	23.00 ^d	0.00	5.61	^a 4.57	0.09	8	33.27	44.77	56.27	44.77	56.27	56.27

^a Includes an amount per hour worked for Supplemental Dues.

^b Rate applies to the first 3 overtime hours.

^c Rate applies to the first 11 overtime hours.

^d Employees working from a Bos'n's Chair or suspended from a rope or cable shall receive \$0.40/hour above this rate.

^e Ratio is one Entry- Level Gunite Worker for the 1st 4 Journeymen (although the Entry-Level Gunite Worker may be the 2nd worker on the job) and 1 Entry-Level Gunite Worker for every 4 Journeymen thereafter (the Entry-Level Gunite Worker may not be on the job until after all 4 Journeymen are on the job).

^f 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.

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/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: HOUSEMOVER (LABORER)

DETERMINATION: SC-102-507-1-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Hours	Total Hourly Rate	Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments ^b			Daily ^c 1 1/2X	Saturday ^{c,d} 1 1/2X	Sunday/ Holiday 2X
Housemover	\$26.33	6.81	6.00	3.90	0.64	0.49	8	45.93	59.975	59.975	74.02

^a Includes Supplemental Dues contribution

^b Include an amount for Contract Administration Fund (\$0.07), Contract Compliance Trust Fund (\$0.25) Industry Fund (\$0.08), and Laborers Trusts' Administrative Trust Fund (\$0.09).

^c Any hours over 12 hours in a single workday are double time.

^d 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.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Prevailing Wage 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/IRRIGATION LABORER/TENDER

DETERMINATION: SC-102-X-14-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: July 31, 2013** 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.

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

CLASSIFICATION (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^b 1 1/2X	Sunday/ Holiday 2X
Landscape/Irrigation Laborer	26.23	\$6.81	\$6.00	\$3.90 ^a	\$0.64	\$0.46	8	\$44.04	\$57.155	\$57.155	\$70.27
Landscape Hydro Seeder	\$27.33	\$6.81	\$6.00	\$3.90 ^a	\$0.64	\$0.46	8	\$45.14	\$58.805	\$58.805	\$72.47

DETERMINATION: SC-102-X-14-2013-1A

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: July 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of Policy, Research, and Legislation at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

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

Landscape/Irrigation Tender ^c	\$11.04	\$4.70	--	\$0.51 ^a	--	\$0.21	8	\$16.46	\$21.98	\$21.98	\$27.50
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#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' Website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b 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.

^c The first employee on the jobsite shall be a Landscape/Irrigation Laborer; the second employee on the jobsite must be an Apprentice or a Landscape/Irrigation Laborer; and the third and fourth employees may be Tenders. The fifth employee on the jobsite shall be a Landscape/Irrigation Laborer; the sixth employee must be an Apprentice or a Landscape/Irrigation Laborer ; and the seventh and eight employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers in a 50/50 ratio on each jobsite. However, plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPLR/PWD>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* 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.

LOCALITY:	Employer Payments						Straight-Time	Overtime	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8	^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8	^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8	^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8	^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8	^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	^k 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	^l 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	^h 0.12	0.12	-	8	^b 8.24	^b 12.24
	8.00	-	-	ⁱ 0.13	0.13	-	8	^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^j 0.19	0.26	-	8	^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^c \$0.31 after 2 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^f \$0.22 after 4 years of service.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^j \$0.38 after 3 years of service.

^k \$0.29 after 2 years of service.

^l \$0.31 after 2 years of service.

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/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: ASBESTOS AND LEAD ABATEMENT (LABORER)

DETERMINATION: SC-102-882-1-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: December 31, 2013** 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.

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

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other ^b	Hours	Total Hourly Rate	Daily	Saturday ^c	Sunday/ Holiday
Asbestos and Lead Abatement Worker	\$27.35	6.47	5.50	3.90	0.66	0.34	8	\$44.22	1 1/2X	1 1/2X	2X

^a Includes an amount for supplemental dues.

^b Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

^c 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.

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 (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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or Subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage 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: # PARKING AND HIGHWAY IMPROVEMENT
(STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)**

DETERMINATION: SC-23-102-6-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

Classification (Journey person)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training	Other	Hours	Total Hourly Rate	Daily 1 1/2X	6th & 7th Day 1 1/2X	Holiday 2X

CLASSIFICATION GROUPS

Group 1	\$29.96	\$6.81	\$3.60	\$4.24 ^a	\$1.16	\$0.48	8	^b \$46.25	\$61.230	^c \$61.230	\$76.21
Group 2	31.26	6.81	3.60	4.24 ^a	1.16	0.48	8	^b 47.55	63.180	^c 63.180	78.81
Group 3	33.27	6.81	3.60	4.24 ^a	1.16	0.48	8	^b 49.56	66.195	^c 66.195	82.83
Group 4	35.01	6.81	3.60	4.24 ^a	1.16	0.48	8	^b 51.30	68.805	^c 68.805	86.31

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount per hour worked for Supplemental Dues.

^b 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.

^c 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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)
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

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)

Group 3

Traffic Delineating Device Applicator
Traffic Protective System Installer
Pavement Marking Applicator
Slurry Seal Applicator Operator (Line Driver)
Shuttleman (loader/slurry machine operations) operation of all related machinery and equipment

Group 4

Traffic Striping Applicator
Slurry Seal Mixer Operator
Power Broom Sweeper (operation of all related machinery and equipment)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: # CEMENT MASON

DETERMINATION: SC-23-203-2-2012-2

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

CLASSIFICATION (JOURNEYPERSON)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rate		
		Health and Welfare	Pension	Vacation/ Holiday	Other Training Payments	Other Payments	Total Hourly Rate	Hours	Daily 1 1/2X	Saturday ^a 1 1/2X	Sunday/ Holiday 2X
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	\$30.00	7.27	7.24	5.89 ^b	0.45	0.15	8	51.00	66.00 ^c	66.00 ^c	81.00
Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex	\$30.12	7.27	7.24	5.89 ^b	0.45	0.15	8	51.12	66.18 ^c	66.18 ^c	81.24
Floating and Troweling Machine Operator	\$30.25	7.27	7.24	5.89 ^b	0.45	0.15	8	51.25	66.375 ^c	66.375 ^c	81.50

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a 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.

^b Includes an amount for supplemental dues.

^c 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.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

DETERMINATION: SC-23-261-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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 new rate after 10 days from the expiration date, if no subsequent determination has been issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly and Rate	Health Welfare	Employer Payments				Straight-Time		Overtime Hourly Rates		
			Pension	Vacation/ Holiday	Training ^c	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
Group I	27.29	12.92	5.00	2.70 ^a	1.52	.35	8	49.78	63.425	63.425	77.07
Group II	27.44	12.92	5.00	2.70 ^a	1.52	.35	8	49.93	63.65	63.65	77.37
Group III	27.57	12.92	5.00	2.70 ^a	1.52	.35	8	50.06	63.845	63.845	77.63
Group IV	27.76	12.92	5.00	2.70 ^a	1.52	.35	8	50.25	64.13	64.13	78.01
Group V	27.79	12.92	5.00	2.70 ^a	1.52	.35	8	50.28	64.175	64.175	78.07
Group VI	27.82	12.92	5.00	2.70 ^a	1.52	.35	8	50.31	64.22	64.22	78.13
Group VII	28.07	12.92	5.00	2.70 ^a	1.52	.35	8	50.56	64.595	64.595	78.63
Group VIII	28.32	12.92	5.00	2.70 ^a	1.52	.35	8	50.81	64.97	64.97	79.13
Group IX	28.52	12.92	5.00	2.70 ^a	1.52	.35	8	51.01	65.27	65.27	79.53
Group X	28.82	12.92	5.00	2.70 ^a	1.52	.35	8	51.31	65.72	65.72	80.13
Group XI	29.32	12.92	5.00	2.70 ^a	1.52	.35	8	51.81	66.47	66.47	81.13
Subjourneyman											
0-2000 hours	13.50	12.92	5.00	1.35 ^a	1.52	.35	8	34.64	41.39	41.39	48.14
2001-4000 hours	15.50	12.92	5.00	1.60 ^a	1.52	.35	8	36.89	44.64	44.64	52.39
4001-6000 hours	17.50	12.92	5.00	1.85 ^a	1.52	.35	8	39.14	47.89	47.89	56.64
Over 6000 hours and thereafter at journeyman rates											

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d 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.

^e Includes \$0.60 for Apprentice Program Fund.

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

DETERMINATION: SC-23-261-2-2012-1

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 6 1/2 yards water level
Truck Repairman Helper

Group V

Water Truck 3 or more axles
Warehouseman Clerk
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
Slurry Truck Driver

Group VI

Driver of Transit Mix Truck - 3 yds or more
Dumpcrete Truck 6 1/2 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

Water Pull Single Engine with attachment
Dump Truck and Articulating - 50 yards or more water level

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 attachments

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-23-261-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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 rate after 10 days from the expiration date, if no subsequent determination has been issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training ^e	Other Payments	Hours	Total Hourly Rate	Daily ^d 1 1/2X	Saturday ^d 1 1/2X	Sunday/ Holiday 2X
Group I	27.79	12.92	5.00	2.70 ^a	1.52	.35	8	50.28	64.175	64.175	78.07
Group II	27.94	12.92	5.00	2.70 ^a	1.52	.35	8	50.43	64.40	64.40	78.37
Group III	28.07	12.92	5.00	2.70 ^a	1.52	.35	8	50.56	64.595	64.595	78.63
Group IV	28.26	12.92	5.00	2.70 ^a	1.52	.35	8	50.75	64.88	64.88	79.01
Group V	28.29	12.92	5.00	2.70 ^a	1.52	.35	8	50.78	64.925	64.925	79.07
Group VI	28.32	12.92	5.00	2.70 ^a	1.52	.35	8	50.81	64.97	64.97	79.13
Group VII	28.57	12.92	5.00	2.70 ^a	1.52	.35	8	51.06	65.345	65.345	79.63
Group VIII	28.82	12.92	5.00	2.70 ^a	1.52	.35	8	51.31	65.72	65.72	80.13
Group IX	29.02	12.92	5.00	2.70 ^a	1.52	.35	8	51.51	66.02	66.02	80.53
Group X	29.32	12.92	5.00	2.70 ^a	1.52	.35	8	51.81	66.47	66.47	81.13
Group XI	29.82	12.92	5.00	2.70 ^a	1.52	.35	8	52.31	67.22	67.22	82.13
Subjourneyman ^b											
0-2000 hours	13.50	12.92	5.00	1.35 ^a	1.52	.35	8	34.64	41.39	41.39	48.14
2001-4000 hours	15.50	12.92	5.00	1.60 ^a	1.52	.35	8	36.89	44.64	44.64	52.39
4001-6000 hours	17.50	12.92	5.00	1.85 ^a	1.52	.35	8	39.14	47.89	47.89	56.64
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @

<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.

^c For classifications within each group, see page 21A.

^d Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^e Includes \$0.60 for Apprentice Program Fund.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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-23-261-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013* 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 new rate after 10 days from the expiration date, if no subsequent determination has been issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties

Classification ^c (Journeyman)	Basic Hourly Rate	Employer Payments					Straight-Time		Overtime Hourly Rates		
		Health and Welfare	Pension	Vacation/ Holiday	Training ^f	Other Payments	Hours ^d	Total Hourly Rate	Daily ^e 1 1/2X	Saturday ^e 1 1/2X	Sunday/ Holiday 2X
Group I	28.29	12.92	5.00	2.70 ^a	1.52	.35	8	50.78	64.925	64.925	79.07
Group II	28.44	12.92	5.00	2.70 ^a	1.52	.35	8	50.93	65.15	65.15	79.37
Group III	28.57	12.92	5.00	2.70 ^a	1.52	.35	8	51.06	65.345	65.345	79.63
Group IV	28.76	12.92	5.00	2.70 ^a	1.52	.35	8	51.25	65.63	65.63	80.01
Group V	28.79	12.92	5.00	2.70 ^a	1.52	.35	8	51.28	65.675	65.675	80.07
Group VI	28.82	12.92	5.00	2.70 ^a	1.52	.35	8	51.31	65.72	65.72	80.13
Group VII	29.07	12.92	5.00	2.70 ^a	1.52	.35	8	51.56	66.095	66.095	80.63
Group VIII	29.32	12.92	5.00	2.70 ^a	1.52	.35	8	51.81	66.47	66.47	81.13
Group IX	29.52	12.92	5.00	2.70 ^a	1.52	.35	8	52.01	66.77	66.77	81.53
Group X	29.82	12.92	5.00	2.70 ^a	1.52	.35	8	52.31	67.22	67.22	82.13
Group XI	30.32	12.92	5.00	2.70 ^a	1.52	.35	8	52.81	67.97	67.97	83.13
Subjourneyman ^b											
0-2000 hours	13.50	12.92	5.00	1.35 ^a	1.52	.35	8	34.64	41.39	41.39	48.14
2001-4000 hours	15.50	12.92	5.00	1.60 ^a	1.52	.35	8	36.89	44.64	44.64	52.39
4001-6000 hours	17.50	12.92	5.00	1.85 ^a	1.52	.35	8	39.14	47.89	47.89	56.64
Over 6000 hours and thereafter at journeyman rates											

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

- ^a Includes an amount for Supplemental Dues.
- ^b Subjourneyman may be employed at a ratio of one subjourneyman for every five journeymen.
- ^c For classifications within each group, see page 21A.
- ^d 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.
- ^e Rate applies to the first 4 daily overtime hours and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.
- ^f Includes \$0.60 for Apprentice Program Fund.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: # HORIZONTAL DIRECTIONAL DRILLING (LABORER)

DETERMINATION: SC-102-1184-1-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

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

Classification (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday ^a	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 1/2x	Saturday ^b 1 1/2x	Sunday/ Holiday 2x
GROUP I (Drilling Crew Laborer)	\$29.01	\$6.81	\$3.00	\$2.59	\$0.50	\$0.39	8	\$42.30	\$56.805	\$56.805	\$71.31
GROUP II (Vehicle Operator/Hauler)	\$29.18	\$6.81	\$3.00	\$2.59	\$0.50	\$0.39	8	\$42.47	\$57.06	\$57.06	\$71.65
GROUP III (Horizontal Directional Drill Operator)	\$31.03	\$6.81	\$3.00	\$2.59	\$0.50	\$0.39	8	\$44.32	\$59.835	\$59.835	\$75.35
GROUP IV (Electronic Tracking Locator)	\$33.03	\$6.81	\$3.00	\$2.59	\$0.50	\$0.39	8	\$46.32	\$62.835	\$62.835	\$79.35

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount for Supplemental Dues.

^b In the event, due to inclement weather, major equipment breakdown, or similar Act of God, it is not reasonably possible to complete forty (40) hours of work Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight-time rate.

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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: # IRON WORKER

DETERMINATION: C-20-X-1-2013-1

ISSUE DATE: February 22, 2013

EXPIRATION DATE OF DETERMINATION: June 30, 2013** 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.

LOCALITY: All localities within the State of California

CLASSIFICATION (Journey person)	<u>Employer Payments</u>						<u>Straight-Time</u>		<u>Overtime Hourly Rate</u>		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	^b Daily 1 1/2X	^b Saturday 1 1/2X	Sunday/ Holiday
Iron Worker (Ornamental, Reinforcing, Structural)	\$33.00	8.72	8.31	^a 3.92	0.72	4.165	8	58.835	75.335	75.335	91.835
Fence Erector	\$26.58	6.55	5.79	^a 2.62	0.51	1.465	8	43.515	56.805	56.805	70.095

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes supplemental dues.

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

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/PWD>. 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 Internet at <http://www.dir.ca.gov/OPRL/PWD>. 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.