



CITY OF HOLTVILLE

PEDESTRIAN IMPROVEMENTS ON 9TH STREET BETWEEN ASH AVENUE AND OAK AVENUE

THG PROJECT NUMBER: 116.513E

FEDERAL AID PROJECT NUMBER CML-5174(035)



JANUARY 11, 2024

SECTION I -- INVITATION FOR PROPOSALS

**CITY OF HOLTVILLE
PEDESTRIAN IMPROVEMENTS ON 9TH STREET BETWEEN ASH AVENUE AND OAK AVENUE**

Sealed proposals will be received at the City Council Chambers, City Hall, City of Holtville, 121 W. Fifth Street, Holtville, California 92250, until **2:00 p.m.** prevailing local time, Tuesday, February 13, 2024, for the construction of the City of Holtville – Pedestrian Improvements on 9th Street between Ash Avenue and Oak Avenue. At such time proposals will be publicly opened and read aloud.

The work is located in the City of Holtville, County of Imperial, State of California. The work includes the installation of P.C.C. sidewalk, driveway, curb and gutter, and ARHM pavement improvements along Ninth Street from Ash Avenue to Oak Avenue within the City of Holtville.

Proposals shall conform to the requirements of this Invitation for Proposals and other documents listed herein and any addenda thereto issued in advance of the proposal opening date.

The Contractor shall have a State of California Classification “A” Contractor’s license to perform the work. A bid submitted by any contractor not properly licensed at the time of bid opening shall be considered non-responsive and will be rejected.

The specifications and improvement plans setting forth requirements and the work to be performed are comprised of the following:

Section I	Invitation for Proposals	Section VI	Contract and Bond Forms
Section II	Instructions to Bidders	Section VII	General Conditions
Section III	Caltrans LAPM Forms	Section VIII	Special Conditions
Section IV	Prevailing Wage Rates	Section IX	Technical Conditions
Section V	Proposal Forms		Improvement Plans and all addendum (a).

Only those firms who have purchased the bid documents will be provided any addendum(a) that may be issued for this project prior to the bid opening date.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after the bid opening, will not be treated as a bid protest.

This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Bid security shall accompany the bid in the form of a certified or cashier’s check, or a Bid Bond for ten percent (10%) of the maximum bid amount being proposed.

The successful bidder shall furnish a payment bond and a performance bond, both equal to 100% of the contract amount.

Minimum wage rates for this project as predetermined by the United States Department of Labor and State of California are set forth in the Instruction for Bidders section of the specifications. If there is a difference between the minimum wage rates predetermined by the United States Department of Labor Federal Davis-Bacon wage rates and the prevailing wage rates determined by the State of California Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Federal regulations and reporting requirements applicable to the proposed work must be complied with for this project.

The City of Holtville hereby affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders are advised that, as required by federal law, the City of Holtville is implementing Disadvantaged Business Enterprise (DBE) requirements. DBE requirements are included in the Instruction for Bidders section of the Specifications.

The DBE Contract goal for this project is 22 percent.

A non-mandatory pre-bid conference is scheduled for Friday, January 19, 2024, at 10:00 a.m. at Holtville City Hall, 121 W. Fifth Street, Holtville, CA 92250. This conference is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidders' attendance at this conference will not be mandatory.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, telephone no. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the City Manager in writing within two (2) working days after the time of the bid opening and copies sent to the subcontractors involved.

Copies of the contract documents are available for examination without charge during normal business hours at the office of The City of Holtville Engineering Consultants:

The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, California, 92243
(760) 337-3883

Technical questions shall be addressed to the above-mentioned office at least seven (7) days prior to the Bid Opening Date. Copies of contract documents may be obtained from The Holt Group, Inc., 1601 N. Imperial Avenue, El Centro, California 92243, (760) 337-3883 by making a non-refundable payment of one hundred dollars (\$100.00) payable to The Holt Group, Inc. for each set of said contract documents. This includes shipping charges.

Dated: January 11, 2024

Published: Holtville Tribune
Thursday, January 11, 2024
Thursday, January 18, 2024

Nicholas Wells, Acting City Clerk
City of Holtville

SECTION II -- INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1 Bidding Procedures:

Each bidder, by submitting its bid, represents that it understands the scope of work and its obligation with respect to performance. All bidders must submit their proposals on the forms provided. To be valid, a bid must be received at the place and before the time designated, or prior to any extension granted by an addendum. No bidder may withdraw, adjust or modify its bid for a period of sixty (60) days after the acceptance of bids. Addenda will be provided to each bidder of record and will be placed on file at the location for bidding documents. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the bidder.

The bidder's attention is directed to the special provisions as contained within Section III of the Instruction for Bidders, Caltrans Standard Specifications and Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors", of the Caltrans Standard Specifications, each proposal shall have listed therein the portion of work that will be completed by each subcontractor listed. A sheet for listing the subcontractors is included within the Proposal Forms.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty", of the Caltrans Standard Specifications is included with the Proposal Forms.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

1.2 Examination of Bidding Documents:

1.2.1 All interpretations and/or corrections of the bidding documents shall be in writing by The Holt Group, Inc., in the form of addenda. No other interpretations or corrections shall be considered valid for bidding purposes. Any bidder planning to submit a proposal is responsible for examining with appropriate care the complete specifications and all addenda, and is also responsible for informing itself with respect to all conditions that might in any way affect the performance of any work.

1.2.2 The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

1.3 Qualification of Bidders:

- 1.3.1 Each bidder, by submitting its bid, represents that it is qualified to perform the scope of the work for which it submits its proposal. It further represents that it can do so in the time specified. Each bidder shall submit with its proposal an experience statement substantially in the form included in Proposal Forms. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

1.4 Preparation and Submission of Proposals:

- 1.4.1 Proposals shall be submitted on the unbound copy of the forms provided with the bound specifications. The copy shall be properly executed as described above, and any interlineations, alterations, or erasures shall be formally explained and initialed by the bidder. Failure to comply with this requirement may be cause for rejection of the proposal. Each proposal shall show the full legal name and business address of the bidder, including its street address, and shall be signed with the usual signature of the person or persons authorized to bind the bidder and shall be dated. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint venturers. The State of Incorporation shall be stated in the proposal when the corporation is a party as a bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by the City, satisfactory evidence of the authority of any signatory on behalf of the bidder shall be furnished. The proposal shall be enclosed in a sealed envelope, distinctly marked "proposal" and bearing the project title as given and the name and address of the bidder.
- 1.4.2 All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be completed and executed when submitted. Only one copy of the bid form is required.

1.5 Site Inspection and Conditions:

- 1.5.1 In addition to examination of the specification, each prospective bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the project area by contacting the Engineer. Any failure to fully investigate the site or the foregoing conditions shall not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing any work. Neither the City nor any of its representatives or agents assume the responsibility for any understanding or representation made by the City or any of its representatives or agents prior to the execution of a contract pursuant to the specification.
- 1.5.2 Bidders must satisfy themselves of the accuracy of the estimated quantities on the drawings by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

1.6 Proposal Openings and Award of Contracts:

Proposals will be kept unopened until the time stated for opening of proposals. At such time, the contents of the proposals will be made public. No responsibility shall be attached to the City or any of its officers, employees or representative for the premature opening of proposals. All bidders or their authorized representatives are invited to be present at the proposal opening. The successful bidder will be notified in writing by the City of the award of contract within sixty (60) calendar days after opening of proposals. Accompanying the City's Notice of Award will be the contract, which the

successful bidder will be required to sign and return, together with the payment bond and insurance coverage. All of the above documents shall be returned to the City within ten (10) calendar days following receipt of the Notice of Award. The City will promptly determine whether such contract, bonds, certificates of insurance and other required documents are as required by the specifications, and upon such determination will forward a fully signed copy of the contract and a Notice to Proceed to the successful bidder, provided that the City reserves the right to issue a Notice to Proceed at any time prior to forwarding such contract. The failure of any bidder to whom the City may award the contract as aforesaid to properly sign and return to the City the contract, together with the required payment bond, performance bond, certificates of insurance and other documents within the specified time period, shall entitle the City to declare a breach of contract by such bidder, to award the contract to another bidder in accordance with the provisions of the specifications, and to declare a forfeiture of the bidder's proposal security accompanying its proposal. In the event of such failure, the City will suffer damage, the amount of which is difficult, if not impossible, to ascertain, and the City shall therefore be entitled to retain the amount of such cashier's or certified check, or to enforce the provisions of said bid bond in the amount thereof, as liquidated damages for such breach of contract.

The City will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the contract, insurance certificate, payment bond and performance bond have been approved by the City Attorney. A cashier's check may be used in lieu of a bid bond.

1.7 Acceptance or Rejection of Bids:

The contract will be awarded to the lowest, responsive, responsible bidder, provided that all bidders acknowledge the right of the City to accept or reject any and all bids and to waive any informality or irregularity in any bid received.

1.8 Worker's Compensation Notice:

1.8.1 As required by §1860 of the California Labor Code and in accordance with the provisions of §3700 of said Labor Code, every Contractor shall be required to secure worker's compensation insurance to protect its employees.

1.8.2 In accordance with §1861 of the California Labor Code, the Contractor shall furnish the City a notarized statement as follows: "I am aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

1.9 Proposal Security:

No proposal will be considered unless it is accompanied by a proposal security in the form of a certified check or a cashier's check, payable to the order of the City of Holtville for a sum not less than ten percent (10%) of the total bid as set forth in the bidder's proposal, or a bidder's bond in the same amount executed as surety by a corporation acceptable to the City and authorized to issue such surety bond in the State of California. Such bond shall be in substantial conformity with the form included in Section V, Proposal Forms, of the specifications.

1.10 Bonds and Insurance Policies:

The bidder to whom the contract award is made shall furnish to the City a performance bond and a payment bond, executed as surety by a corporation acceptable to the City and authorized to issue surety bonds in the State of California. Such bonds shall be substantially in the form included in Section VI of the specifications. Such performance bond and payment bond shall be for one hundred percent (100%) of the total bid as set forth in the bidder's proposal. The entire cost of these bonds shall be borne by the successful bidder. The successful bidder shall, at the time of execution of the

contract, deliver to the City two (2) copies of the certificates, on the carrier's forms, attesting to the fact that the required policies of insurance have been obtained.

1.11 Identification of Subcontractors:

In accordance with §4104 of the California Government Code, each bidder, in its bid, shall set forth: (1) The name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (0.50%) of the Contractor's total bid or \$10,000.00, whichever is the lesser amount; and (2) The portion of the work which will be done by each such subcontractor. In accordance with §4107 of the California Government Code, no Contractor whose bid is accepted shall without consent of the City either: (a) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (b) Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (c) Sublet or subcontract any portion of the work in excess of one half of one percent (0.50%) of the Contractor's total bid as to which his original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Government Code are set forth in §§4106, 4110, and 4111 of the Government Code. In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the City Engineer in writing within two (2) working days after the time of the bid opening, and copies sent to the subcontractors involved.

1.12 Posting Requirements:

The Contractor shall be required to provide all signs and posters as required by this document. The Contractor shall place all posters in a conspicuous location at the project site prior to mobilization. The posters shall be securely placed on a billboard. The Contractor shall ensure the posters are maintained at the project site throughout the duration of the project.

2. LABOR STANDARDS REQUIREMENTS

2.1 Wage Rates:

Notice is hereby given that pursuant to §2774 of the Labor Code of the State of California, the Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Engineer, to which reference is hereby made for further particulars. Said prevailing wage rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

The California prevailing wage decisions may be found at the following web site:

http://www.dir.ca.gov/DLSR/statistics_Research.html

2.2 Specific Wage Rates for the Project:

This project is funded in total or in part from the Federal Highway Administration (FHWA) through the State of California Department of Transportation. This project must comply with BOTH the Federal Davis Bacon and Related Acts and the California Department of Industrial Relations, prevailing wage requirements.

The Federal Davis Bacon prevailing wage decisions may be found at the following web site:

<http://www.access.gpo.gov/davisbacon/ca.html>

FOR HARD COPIES, SEE SECTION IV – PREVAILING WAGE RATES

2.3 Statutory Penalty for Failure to Pay Minimum Wages:

In accordance with §1775 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made and awarded, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the contract by the Contractor or by any subcontractor under the Contractor.

2.4 Statutory Penalty for Unauthorized Overtime Work:

In accordance with §1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of §§1810-1815 of the California Labor Code.

2.5 Apprenticeship Requirements:

Contractor agrees to comply with §§1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with §1777.5) and Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in §3077 of the Labor Code. Only apprentices, as defined in §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations.

2.6 Labor Compliance Documentation Requirements:

It is the prime contractors' responsibility to provide all labor compliance documentation completely and accurately in a timely manner.

It is the prime contractors' responsibility to provide all labor compliance documentation from its subcontractors completely and accurately in a timely manner. The prime contractor is responsible to review promptly and then forward on all required documentation to the awarding agency per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, the awarding agency will provide training, documentation requirements, forms, etc at the preconstruction conference or at a time designated by the awarding agency.

In the event, during the review process of labor compliance documentation from the awarding agencies labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from the prime contractor the items, revisions and documentation

needed. The cost of this additional labor compliance enforcement will be borne by the prime contractor.

2.7 Public Works Projects Required Bid Language:

Required contract language for all state Public Works construction contracts between an awarding agency and the prime contractor; and subcontractor contracts with the prime contractor.

This Public Works project is funded by Agencies in California and requires compliance with the California Labor Standards, California Code of Regulations pertaining to Public Works projects, California Labor Codes and the California prevailing wage requirements with special attention to CLC 1720, CLC 1727, CLC 1729, CLC 1770, CLC 1777.5, CLC 1776, CLC 1810 through 1815 and CLC 3700.

CLC Section 1720; State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

CLC Section 1727; (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain there from all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

CLC Section 1729; It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

CLC Section 1770; The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work. Nothing in this act shall permit any overtime work in violation of Article 3 of this chapter.

CLC Section 1777.5; All contractors and subcontractors are subject to the provisions of Section 1777.5 of the California Labor Code which requires that every employer employ registered apprentices and deduct training contributions from all journeymen and apprentices prevailing wage rates and submit these contributions to and approved apprenticeship training facility in accordance with the provisions of the code.

CLC Section 1776; (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

CLC Sections 1810-1814; All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

CLC Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

CLC Section 1860; The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

CLC Section 1861; Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

CLC Section 3700; All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

2.8 SB 854 Requirements

SB 854, made important changes to the requirements from California for the contractors bidding or awarded a 'Public Works' contract.

AB 854 was signed into law on **June 20, 2014** and became effective immediately. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the State of California, Department of Industrial Relations (DIR). The phased-in timetable is as follows:

3. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

All contractors and subcontractors who bid on a public works project must register and pay an annual fee to the California Department of Industrial Relations. The phased-in timetable is as follows:

- **July 01, 2014:** the registration program became effective and all contractors may register on line and pay the required fee to the State of California, DIR. These early registrations will be valid through June 30, 2015.
- **March 01, 2015:** **NO** contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR. Registration with DIR becomes mandatory on March 01, 2015 for bids on a public works contract.
- **April 01, 2015:** **NO** contractor or subcontractor may work on a public works project unless registered with DIR. Registration with DIR becomes mandatory on April 01, 2015 for performing work on a public works contract.

An awarding body may NOT accept a bid or enter into a contract for public works from an unregistered contractor.

4. BID PROPOSAL REQUIREMENTS,

- **No contractor** or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 01, 2015) unless registered with the California Department of Industrial Relations pursuant to the California Labor Code section 1725.5 [with limited exception from this requirement for bid purposes only under California Labor Code section 1771.1(a)].
- **No contractor** or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 01, 2015) unless registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

5. ELECTRONIC PAYROLL RECORDS,

All contractors and subcontractors must furnish electronic payroll records directly to the Labor Commissioner (aka California Division of Labor Standards Enforcement). The phased-in timetable for this requirement is as follows:

- **June 20, 2014 [Immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- **April 01, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- **Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

- **January 01, 2016:** The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.
- **Exceptions:** The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under jurisdiction of one of the four legacy California DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and the County of Sacramento) or that is covered by a qualifying Project Labor Agreement (PLA).

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the California Labor Code, without regard to the funding source.

6. CALTRANS LAPM EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

The Contractor shall comply with the requirements of the Caltrans Local Assistance Procedures Manual as specified in Exhibit 12-G as included in this section. The subcontractors and their lower-tier subcontractors shall also comply with the required provisions.

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

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

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the

value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be

entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to
5. perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
6. Listed DBE's work is unsatisfactory and not in compliance with the contract.
7. Listed DBE is ineligible to work on the project because of suspension or debarment.
8. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
9. Listed DBE voluntarily withdraws with written notice from the Contract
10. Listed DBE is ineligible to receive credit for the type of work required.
11. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
12. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

~~For projects awarded on or after March 1, 2020, but before September 1, 2023:~~

~~After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.~~

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE

subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5)

days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

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

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

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

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly

different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

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

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of **60 CALENDAR DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of **Holtville** the sum of **\$ 1,200.00** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

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

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA’s website: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION
CONTRACTS**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons 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 compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA 7485	19.6
	Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120	12.3
	Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9	
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3	
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5	
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0	
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7	
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6	
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
		Non-SMSA Counties CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

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

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

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of

said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions (to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0. This section applies if a number of trainees or apprentices is shown on the Notice of Bidders. As part of the prime contractor’s equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved. The prime contractor has primary responsibility for meeting this training requirement. If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor’s needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of **Holtville**:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of **Holtville** approval for this submitted information before the prime contractor starts work. The City/County of ~~Holtville~~ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women

apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/~~County~~ of **Holtville** and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/~~County~~ of **Holtville** reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

7. Award and Execution of Contract :

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the State of California Department of Transportation Standard Specifications and the Contract Documents for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

The Holt Group, Inc.
1601 North Imperial Avenue
El Centro, California 92243
(760) 337-3883

The award of the contract, if it be awarded, will be to the lowest, responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City of Holtville
121 W. Fifth Street
Holtville, California 92250
(760) 356-2912

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form is included in Section III - Caltrans LAPM Forms of the Specifications to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G" form included in Section III - Caltrans LAPM Forms of the Specifications should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form shall be completed and returned to the Agency by the successful bidder.

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SECTION III -- CALTRANS LAPM FORMS

The following Caltrans Local Assistance Procedure Manual (LAPM) forms shall be submitted by the Bidder/Contractor as instructed in the Section II - Instructions to Bidders and this section of the Specifications:

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EXHIBIT 15-G: CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:			\$
23. Federal-Aid Project Number:			%
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	17. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

- DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

SECTION III -- CALTRANS LAPM FORMS

2. INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
23. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
24. **Bid Opening Date** - Enter the date contract bids were opened.
25. **Contract Award Date** - Enter the date the contract was executed.
26. **Award Amount** – Enter the contract award amount as stated in the executed contract.
27. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

SECTION III -- CALTRANS LAPM FORMS

3.LAPM - EXHIBIT 15-H
PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). CML 5174 (035) Bid Opening Date _____ CON

The _____ City of Holtville _____ established a Disadvantaged Business Enterprise (DBE) goal of 22 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts with five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

SECTION III -- CALTRANS LAPM FORMS

**4. LAPM - EXHIBIT 16-B
DLA SUBCONTRACTING REQUEST**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
DLA SUBCONTRACTING REQUEST
 DOT LAPM 16-B (NEW 1/2/2021)

Page 1 of 2

CONTRACTOR NAME										COUNTY	ROUTE	REQUEST NUMBER
BUSINESS ADDRESS										CONTRACT NUMBER		
CITY AND STATE										ZIP CODE	FEDERAL-AID PROJECT NUMBER (from special provisions)	
SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT				
					1	2						
					<input type="checkbox"/>	<input type="checkbox"/>						
					<input type="checkbox"/>	<input type="checkbox"/>						
					<input type="checkbox"/>	<input type="checkbox"/>						
					<input type="checkbox"/>	<input type="checkbox"/>						
					<input type="checkbox"/>	<input type="checkbox"/>						

Categories: 1. Listed Under Fair Practices Act 2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE _____ DATE _____

This section is to be completed by the resident eng neer.

- Total of bid items \$ _____
- Bid items previously subcontracted \$ _____
- Bid items subcontracted (this request) \$ _____
- Total of lines 2 and 3 \$ _____
- Maximum amount of work allowed to be subcontracted (multiply line 1 by _____ %)
- Minimum amount prime contractor must perform with own forces (multiply line 1 by _____ %)

RESIDENT ENGINEER'S SIGNATURE _____ DATE _____

APPROVED

Copy Distribution: Original - Contractor Copy - Resident Engineer

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.ManagementUnit@dot.ca.gov.

SECTION III -- CALTRANS LAPM FORMS

**5. LAPM – EXHIBIT 16-B
INSTRUCTIONS FOR COMPLETING DLA SUBCONTRACTING
REQUEST FORM**

All first-tier subcontractors must be included on a subcontractor request.

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:
 1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
 2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES.

SECTION III -- CALTRANS LAPM FORMS

2. INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

SECTION III -- CALTRANS LAPM FORMS

4. INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

SECTION III -- CALTRANS LAPM FORMS

6. INSTRUCTIONS FOR COMPLETING MONTHLY DBE TRUCKING VERIFICATION, LAPM – EXHIBIT 16-Z1
MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

SECTION IV -- PREVAILING WAGE RATES

California Department of Industrial Relations Wage Decisions and Federal Davis Bacon and Related Acts Wage Decisions follow:

General prevailing wage determinations made by the director of industrial relations.

Pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1

Website: <http://www.dir.ca.gov/oprl/PWD/index.htm>

If you cannot find a job classification needed to execute a contract in the Director's general prevailing wage determinations, please contact the Office of the Director - Research Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4774. Because it may necessitate a wage survey, you should allow 45 days prior to the bid advertisement date for such request. Include in your request the project name or bid number, the classifications needed, job description if available, the bid advertisement date, and location of the project(s).

(Intentionally Left Blank)

"General Decision Number: CA20240002 01/05/2024

Superseded General Decision Number: CA20230002

State: California

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

County: Imperial County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number 0 Publication Date 01/05/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	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)....	\$ 23.52	13.37

BRCA0004-002 11/01/2022

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 54.55	19.10

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical		

installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

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.

 CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

 CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 ELEC0569-002 08/31/2020

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 48.40	3%+14.88
Tunnel Work.....	\$ 54.36	3%+14.88
Electrician.....	\$ 47.65	3%+14.88
Tunnel Work.....	\$ 53.61	3%+14.88
Electricians: (Electrical contracts of \$500,000 and over)		
Cable Splicer.....	\$ 51.40	3%+14.88
Tunnel Work.....	\$ 57.36	3%+14.88

Electrician.....	\$ 50.65	3%+14.88
Tunnel Work.....	\$ 56.61	3%+14.88

ELEC0569-005 06/01/2023

Rates Fringes

Sound & Communications

Sound Technician.....	\$ 38.78	14.04
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SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 06/06/2022

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

Rates Fringes

Traffic signal, street light and underground work

Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC1245-001 06/01/2022

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 50.00	21.30
(3) Groundman.....\$ 38.23	20.89
(4) Powderman.....\$ 51.87	18.79

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

ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 63.95		37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 51.90		30.70
GROUP 2.....\$ 52.68		30.70
GROUP 3.....\$ 52.97		30.70
GROUP 4.....\$ 54.46		30.70
GROUP 5.....\$ 48.96		25.25
GROUP 6.....\$ 54.68		30.70
GROUP 8.....\$ 54.79		30.70
GROUP 9.....\$ 49.29		25.25
GROUP 10.....\$ 54.91		30.70
GROUP 11.....\$ 49.41		25.25
GROUP 12.....\$ 55.08		30.70
GROUP 13.....\$ 55.18		30.70
GROUP 14.....\$ 55.21		30.70
GROUP 15.....\$ 55.29		30.70
GROUP 16.....\$ 55.41		30.70
GROUP 17.....\$ 55.58		30.70
GROUP 18.....\$ 55.68		30.70
GROUP 19.....\$ 55.79		30.70
GROUP 20.....\$ 55.91		30.70
GROUP 21.....\$ 56.08		30.70
GROUP 22.....\$ 56.18		30.70
GROUP 23.....\$ 56.29		30.70
GROUP 24.....\$ 56.41		30.70
GROUP 25.....\$ 56.58		30.70

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

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 finisher, 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, PILEDRIVING 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 think 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 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

 IRON0229-001 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

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

LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

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.

LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

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.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

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

LAB01184-002 07/01/2022

Rates Fringes

LABORER (TUNNEL)

GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30

LABORER

GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

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; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

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

LAB01184-004 07/01/2022

Rates

Fringes

Brick Tender.....	\$ 37.32	21.45
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LAB01414-003 08/03/2022

	Rates	Fringes
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LABORER

PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
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Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

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.

PAIN0036-008 09/01/2022

	Rates	Fringes
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DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52
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PAIN0036-013 10/01/2023

	Rates	Fringes
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GLAZIER.....	\$ 50.40	21.41
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PAIN0036-019 06/01/2022

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 34.77	17.89
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PLAS0200-004 08/03/2022

	Rates	Fringes
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PLASTERER.....	\$ 47.37	19.64
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Work at Naval Air Facility Seeley: \$3.00 additional per hour

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

PLUM0016-008 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Seeley Naval Air Station....	\$ 67.68	26.51
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
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.....	\$ 55.18	26.26

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

ROOF0045-001 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

SFCA0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.33

SHEE0206-002 07/01/2023

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 36.21	10.24
SHEET METAL WORKER.....	\$ 48.20	30.80

SHEET METAL TECHNICIAN - SCOPE:
 LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000.

TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has 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 APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website \(https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp\)](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp)

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Carpenter

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$20.150	\$4.250	\$0.000	\$8.390	\$0.720	\$1.440	\$34.950
2	N/A	600	\$24.430	\$4.250	\$0.000	\$8.390	\$0.720	\$1.440	\$39.230
3	N/A	600	\$29.320	\$8.250	\$0.000	\$8.390	\$0.720	\$2.440	\$49.120
4	N/A	600	\$31.760	\$8.250	\$2.000	\$7.390	\$0.720	\$3.440	\$53.560
5	N/A	600	\$34.200	\$8.250	\$3.000	\$7.390	\$0.720	\$3.440	\$57.000
6	N/A	600	\$36.650	\$8.250	\$3.000	\$7.390	\$0.720	\$3.440	\$59.450
7	N/A	600	\$39.090	\$8.250	\$4.000	\$7.390	\$0.720	\$3.440	\$62.890
8	N/A	600	\$43.970	\$8.250	\$4.000	\$7.390	\$0.720	\$3.440	\$67.770

FOOTNOTE(S)

Indentured on/after July 1, 2018.

Vacation--Includes an amount for Supplemental Dues.

Other-- Includes an amount for Contract Administration, Cooperation Committee, Grievance, Partnership for Jobs, and Industry Advancement Fund. For Periods 1-2, includes \$1.00 for Annuity; Period 3, \$2.00 for Annuity; Periods 4-8, \$3.00 for Annuity.

** Journeyman Predetermined Increases

Effective July 1, 2024: \$3.25 to be allocated to wages and/or employer payments

Effective July 1, 2025: \$3.50 to be allocated to wages and/or employer payments

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please send a request to statistics@dir.ca.gov or send to the following

address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Carpenter

Counties: Imperial, Inyo, Kern, Los Angeles,
Mono, Orange, Riverside, San Bernardino, San
Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$20.150	\$4.250	\$0.000	\$8.390	\$0.720	\$1.440	\$34.950
2	N/A	600	\$24.430	\$4.250	\$0.000	\$8.390	\$0.720	\$1.440	\$39.230
3	N/A	600	\$29.320	\$8.250	\$0.000	\$8.390	\$0.720	\$2.440	\$49.120
4	N/A	600	\$31.760	\$8.250	\$5.910	\$7.390	\$0.720	\$3.440	\$57.470
5	N/A	600	\$34.200	\$8.250	\$5.910	\$7.390	\$0.720	\$3.440	\$59.910
6	N/A	600	\$36.650	\$8.250	\$5.910	\$7.390	\$0.720	\$3.440	\$62.360
7	N/A	600	\$39.090	\$8.250	\$5.910	\$7.390	\$0.720	\$3.440	\$64.800
8	N/A	600	\$43.970	\$8.250	\$5.910	\$7.390	\$0.720	\$3.440	\$69.680

FOOTNOTE(S)

Indentured prior to July 1, 2018.

Vacation--Includes an amount for Supplemental Dues.

Other-- Includes an amount for Contract Administration, Cooperation Committee, Grievance, Partnership for Jobs, and Industry Advancement Fund. For Periods 1-2, includes \$1.00 for Annuity; Period 3, \$2.00 for Annuity; Periods 4-8, \$3.00 for Annuity.

** Journeyman Predetermined Increases

Effective July 1, 2024: \$3.25 to be allocated to wages and/or employer payments

Effective July 1, 2025: \$3.50 to be allocated to wages and/or employer payments

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Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website \(https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp\)](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp)

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 05-31-2024 *

Craft/Classification: Electrician, Inside Wireman

Indentured/Other: SD & (Imper \$500,000 or less) **Shift:** 1

Counties: Imperial, San Diego

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	800	\$21.140	\$6.200	\$.680	\$.000	\$.870	\$.040	\$28.930
2	6	800	\$23.250	\$6.200	\$.750	\$.000	\$.870	\$.040	\$31.110
3	6	800	\$25.370	\$6.200	\$4.600	\$.000	\$.870	\$.240	\$37.280
4	6	800	\$27.480	\$6.200	\$4.980	\$.000	\$.870	\$.240	\$39.770
5	6	800	\$29.600	\$6.200	\$5.370	\$.000	\$.870	\$.240	\$42.280
6	6	800	\$31.710	\$6.200	\$5.750	\$.000	\$.870	\$.240	\$44.770
7	6	800	\$34.880	\$6.200	\$6.330	\$.000	\$.870	\$.240	\$48.520
8	6	800	\$37.000	\$6.200	\$6.710	\$.000	\$.870	\$.240	\$51.020
9	6	800	\$41.220	\$6.200	\$7.480	\$.000	\$.870	\$.240	\$56.010
10	6	800	\$43.340	\$6.200	\$7.860	\$.000	\$.870	\$.240	\$58.510

FOOTNOTE(S)

IMPERIAL COUNTY PROJECTS BID \$500,000 OR LESS USE THESE AMOUNTS.

Pension--Includes an amount equal to 3% of the Basic Hourly Rate (BHR) added to the daily and overtime rate for the NEBF. 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.

Other--Includes amounts for Labor Management Cooperation Committee Fund and Manpower Development Trust.

*No Predetermined Increases.

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 05-31-2024 *

Craft/Classification: Electrician, Inside Wireman

Indentured/Other: SD & (Imper \$500,000 or less) **Shift:** 2

Counties: Imperial, San Diego

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	800	\$24.800	\$6.200	\$0.790	\$0.000	\$0.870	\$0.040	\$32.700
2	6	800	\$27.270	\$6.200	\$0.870	\$0.000	\$0.870	\$0.040	\$35.250
3	6	800	\$29.760	\$6.200	\$4.730	\$0.000	\$0.870	\$0.240	\$41.800
4	6	800	\$32.230	\$6.200	\$5.130	\$0.000	\$0.870	\$0.240	\$44.670
5	6	800	\$34.720	\$6.200	\$5.520	\$0.000	\$0.870	\$0.240	\$47.550
6	6	800	\$37.200	\$6.200	\$5.920	\$0.000	\$0.870	\$0.240	\$50.430
7	6	800	\$40.910	\$6.200	\$6.510	\$0.000	\$0.870	\$0.240	\$54.730
8	6	800	\$43.400	\$6.200	\$6.900	\$0.000	\$0.870	\$0.240	\$57.610
9	6	800	\$48.350	\$6.200	\$7.690	\$0.000	\$0.870	\$0.240	\$63.350
10	6	800	\$50.840	\$6.200	\$8.090	\$0.000	\$0.870	\$0.240	\$66.240

FOOTNOTE(S)

IMPERIAL COUNTY PROJECTS BID \$500,000 OR LESS USE THESE AMOUNTS.

Pension--Includes an amount equal to 3% of the Basic Hourly Rate (BHR) added to the daily and overtime rate for the NEBF. 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.

Other--Includes amounts for Labor Management Cooperation Committee Fund and Manpower Development Trust.

*No Predetermined Increases.

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 05-31-2024 *

Craft/Classification: Electrician, Inside Wireman

Indentured/Other: SD & (Imper \$500,000 or less) **Shift:** 3

Counties: Imperial, San Diego

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	800	\$27.780	\$6.200	\$.880	\$.000	\$.870	\$.040	\$35.770
2	6	800	\$30.550	\$6.200	\$.970	\$.000	\$.870	\$.040	\$38.630
3	6	800	\$33.340	\$6.200	\$4.840	\$.000	\$.870	\$.240	\$45.490
4	6	800	\$36.110	\$6.200	\$5.240	\$.000	\$.870	\$.240	\$48.660
5	6	800	\$38.890	\$6.200	\$5.650	\$.000	\$.870	\$.240	\$51.850
6	6	800	\$41.670	\$6.200	\$6.050	\$.000	\$.870	\$.240	\$55.030
7	6	800	\$45.830	\$6.200	\$6.650	\$.000	\$.870	\$.240	\$59.790
8	6	800	\$48.620	\$6.200	\$7.060	\$.000	\$.870	\$.240	\$62.990
9	6	800	\$54.160	\$6.200	\$7.860	\$.000	\$.870	\$.240	\$69.330
10	6	800	\$56.950	\$6.200	\$8.270	\$.000	\$.870	\$.240	\$72.530

FOOTNOTE(S)

IMPERIAL COUNTY PROJECTS BID \$500,000 OR LESS USE THESE AMOUNTS.

Pension--Includes an amount equal to 3% of the Basic Hourly Rate (BHR) added to the daily and overtime rate for the NEBF. 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.

Other--Includes amounts for Labor Management Cooperation Committee Fund and Manpower Development Trust.

*No Predetermined Increases

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 05-31-2024 *

Craft/Classification: Electrician, Inside Wireman

Indentured/Other: Imp Co Projects over \$500,000 **Shift:** 1

Counties: Imperial

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	800	\$24.140	\$6.200	\$.770	\$.000	\$.870	\$.040	\$32.020
2	6	800	\$26.250	\$6.200	\$.840	\$.000	\$.870	\$.040	\$34.200
3	6	800	\$28.370	\$6.200	\$4.690	\$.000	\$.870	\$.240	\$40.370
4	6	800	\$30.480	\$6.200	\$5.070	\$.000	\$.870	\$.240	\$42.860

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
5	6	800	\$32.600	\$6.200	\$5.460	\$0.000	\$0.870	\$0.240	\$45.370
6	6	800	\$34.710	\$6.200	\$5.840	\$0.000	\$0.870	\$0.240	\$47.860
7	6	800	\$37.880	\$6.200	\$6.420	\$0.000	\$0.870	\$0.240	\$51.610
8	6	800	\$40.000	\$6.200	\$6.800	\$0.000	\$0.870	\$0.240	\$54.110
9	6	800	\$44.220	\$6.200	\$7.570	\$0.000	\$0.870	\$0.240	\$59.100
10	6	800	\$46.340	\$6.200	\$7.950	\$0.000	\$0.870	\$0.240	\$61.600

FOOTNOTE(S)

For work in Imperial County on jobs bid over \$500,000.

Pension--Includes an amount equal to 3% of the Basic Hourly Rate (BHR) added to the daily and overtime rate for the NEBF. 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.

Other--Includes amounts for Labor Management Cooperation Committee Fund and Manpower Development Trust..

*No Predetermined Increases

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 05-31-2024 *

Craft/Classification: Electrician, Inside Wireman

Indentured/Other: Imp Co Projects over \$500,000 **Shift:** 2

Counties: Imperial

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	800	\$28.320	\$6.200	\$0.900	\$0.000	\$0.870	\$0.040	\$36.330
2	6	800	\$30.790	\$6.200	\$0.970	\$0.000	\$0.870	\$0.040	\$38.870
3	6	800	\$33.280	\$6.200	\$4.840	\$0.000	\$0.870	\$0.240	\$45.430
4	6	800	\$35.750	\$6.200	\$5.230	\$0.000	\$0.870	\$0.240	\$48.290
5	6	800	\$38.240	\$6.200	\$5.630	\$0.000	\$0.870	\$0.240	\$51.180
6	6	800	\$40.710	\$6.200	\$6.020	\$0.000	\$0.870	\$0.240	\$54.040
7	6	800	\$44.430	\$6.200	\$6.610	\$0.000	\$0.870	\$0.240	\$58.350
8	6	800	\$46.920	\$6.200	\$7.010	\$0.000	\$0.870	\$0.240	\$61.240

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
9	6	800	\$51.870	\$6.200	\$7.800	\$0.000	\$0.870	\$0.240	\$66.980
10	6	800	\$54.360	\$6.200	\$8.190	\$0.000	\$0.870	\$0.240	\$69.860

FOOTNOTE(S)

For work in Imperial County on jobs bid over \$500,000.

Pension--Includes an amount equal to 3% of the Basic Hourly Rate (BHR) added to the daily and overtime rate for the NEBF. 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.

Other--Includes amounts for Labor Management Cooperation Committee Fund and Manpower Development Trust.

*No Predetermined Increases

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 05-31-2024 *

Craft/Classification: Electrician, Inside Wireman

Indentured/Other: Imp Co Projects over \$500,000 **Shift:** 3

Counties: Imperial

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	800	\$31.720	\$6.200	\$1.000	\$0.000	\$0.870	\$0.040	\$39.830
2	6	800	\$34.490	\$6.200	\$1.080	\$0.000	\$0.870	\$0.040	\$42.680
3	6	800	\$37.280	\$6.200	\$4.960	\$0.000	\$0.870	\$0.240	\$49.550
4	6	800	\$40.050	\$6.200	\$5.360	\$0.000	\$0.870	\$0.240	\$52.720
5	6	800	\$42.840	\$6.200	\$5.770	\$0.000	\$0.870	\$0.240	\$55.920
6	6	800	\$45.610	\$6.200	\$6.170	\$0.000	\$0.870	\$0.240	\$59.090
7	6	800	\$49.770	\$6.200	\$6.770	\$0.000	\$0.870	\$0.240	\$63.850
8	6	800	\$52.560	\$6.200	\$7.180	\$0.000	\$0.870	\$0.240	\$67.050
9	6	800	\$58.110	\$6.200	\$7.980	\$0.000	\$0.870	\$0.240	\$73.400
10	6	800	\$60.890	\$6.200	\$8.390	\$0.000	\$0.870	\$0.240	\$76.590

FOOTNOTE(S)

For work in Imperial County on jobs bid over \$500,000.

Pension--Includes an amount equal to 3% of the Basic Hourly Rate (BHR) added to the daily and overtime rate for the NEBF. 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.

Other--Includes amounts for Labor Management Cooperation Committee Fund and Manpower Development Trust.

*No Predetermined Increases

GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website \(https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp\)](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp)

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Fence Builder (Carpenter)

Indentured/Other: Fence Builder

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$20.150	\$4.250	\$0.000	\$7.640	\$.670	\$.730	\$33.440
2	N/A	600	\$22.650	\$4.250	\$0.000	\$7.640	\$.670	\$.730	\$35.940
3	N/A	600	\$27.170	\$8.250	\$0.000	\$7.640	\$.670	\$.730	\$44.460
4	N/A	600	\$29.440	\$8.250	\$2.000	\$7.140	\$.670	\$2.330	\$49.830
5	N/A	600	\$31.700	\$8.250	\$3.000	\$7.140	\$.670	\$2.330	\$53.090
6	N/A	600	\$33.970	\$8.250	\$3.000	\$7.140	\$.670	\$2.330	\$55.360
7	N/A	600	\$36.230	\$8.250	\$4.000	\$7.140	\$.670	\$2.330	\$58.620
8	N/A	600	\$40.760	\$8.250	\$4.000	\$7.140	\$.670	\$2.330	\$63.150

FOOTNOTE(S)

INDENTURED ON/AFTER JULY 1, 2018

Rates are for Carpenter - Fence Builder

Vacation/Holiday -- Includes an amount for Supplemental Dues.

Other -- Includes an amount for Annuity.

**Journeyman Predetermined Increases:

Effective 7/1/2024, there will be an increase of \$3.30 allocated to wages and/or employer payments.

Effective 7/1/2025, there will be an increase of \$3.40 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please send an email request to statistics@dir.ca.gov or send to the

following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Fence Builder (Carpenter)

Indentured/Other: Fence Builder

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$20.150	\$4.250	\$0.000	\$7.640	\$.670	\$.730	\$33.440
2	N/A	600	\$22.650	\$4.250	\$0.000	\$7.640	\$.670	\$.730	\$35.940
3	N/A	600	\$27.170	\$8.250	\$0.000	\$7.640	\$.670	\$.730	\$44.460
4	N/A	600	\$29.440	\$8.250	\$5.750	\$7.140	\$.670	\$2.330	\$53.580
5	N/A	600	\$31.700	\$8.250	\$5.750	\$7.140	\$.670	\$2.330	\$55.840
6	N/A	600	\$33.970	\$8.250	\$5.750	\$7.140	\$.670	\$2.330	\$58.110
7	N/A	600	\$36.230	\$8.250	\$5.750	\$7.140	\$.670	\$2.330	\$60.370
8	N/A	600	\$40.760	\$8.250	\$5.750	\$7.140	\$.670	\$2.330	\$64.900

FOOTNOTE(S)

INDENTURED PRIOR TO JULY 1, 2018

Rates are for Carpenter - Fence Builder

Vacation/Holiday -- Includes an amount for Supplemental Dues.

Other -- Includes an amount for Annuity.

**Journeyman Predetermined Increases:

Effective 7/1/2024, there will be an increase of \$3.30 allocated to wages and/or employer payments.

Effective 7/1/2025, there will be an increase of \$3.40 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please send an email request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the Division of Apprenticeship Standards Website (<https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>)

Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 12-31-2023 **

Craft/Classification: Iron Worker

Indentured/Other: Area 1

Shift: 1

Counties: San Francisco

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	N/A	\$25.190	\$5.500	\$.000	\$6.000	\$.720	\$.035	\$37.445
2	6	N/A	\$27.710	\$10.200	\$.000	\$6.000	\$.720	\$.505	\$45.135
3	6	N/A	\$30.230	\$10.200	\$3.080	\$6.000	\$.720	\$.505	\$50.735
4	6	N/A	\$32.750	\$10.200	\$3.080	\$6.000	\$.720	\$3.035	\$55.785
5	6	N/A	\$37.790	\$10.200	\$6.160	\$6.000	\$.720	\$3.035	\$63.905
6	6	N/A	\$40.300	\$10.200	\$6.160	\$6.000	\$.720	\$3.035	\$66.415
7	6	N/A	\$45.340	\$10.200	\$9.240	\$6.000	\$.720	\$5.565	\$77.065
8	6	N/A	\$47.860	\$10.200	\$9.240	\$6.000	\$.720	\$5.565	\$79.585

FOOTNOTE(S)

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCTF.

** Journeyman Predetermined Increases

Effective January 1, 2024, an increase of \$2.80 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 12-31-2023 **

Craft/Classification: Iron Worker

Indentured/Other: Area 2

Shift: 1

Counties: Alameda, Contra Costa, San Mateo,
Santa Clara

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	N/A	\$24.940	\$5.500	\$0.000	\$6.000	\$0.720	\$0.035	\$37.195
2	6	N/A	\$27.430	\$10.200	\$0.000	\$6.000	\$0.720	\$0.505	\$44.855
3	6	N/A	\$29.930	\$10.200	\$3.080	\$6.000	\$0.720	\$0.505	\$50.435
4	6	N/A	\$32.420	\$10.200	\$3.080	\$6.000	\$0.720	\$3.035	\$55.455
5	6	N/A	\$37.410	\$10.200	\$6.160	\$6.000	\$0.720	\$3.035	\$63.525
6	6	N/A	\$39.900	\$10.200	\$6.160	\$6.000	\$0.720	\$3.035	\$66.015
7	6	N/A	\$44.890	\$10.200	\$9.240	\$6.000	\$0.720	\$5.565	\$76.615
8	6	N/A	\$47.390	\$10.200	\$9.240	\$6.000	\$0.720	\$5.565	\$79.115

FOOTNOTE(S)

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCTF.

** Journeyman Predetermined Increases

Effective January 1, 2024, an increase of \$2.80 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 12-31-2023 **

Craft/Classification: Iron Worker

Indentured/Other: Area 3

Shift: 1

Counties: Los Angeles

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	N/A	\$23.870	\$5.500	\$0.000	\$6.000	\$0.720	\$0.035	\$36.125
2	6	N/A	\$26.250	\$10.200	\$0.000	\$6.000	\$0.720	\$0.505	\$43.675
3	6	N/A	\$28.640	\$10.200	\$3.080	\$6.000	\$0.720	\$0.505	\$49.145
4	6	N/A	\$31.020	\$10.200	\$3.080	\$6.000	\$0.720	\$3.035	\$54.055
5	6	N/A	\$35.800	\$10.200	\$6.160	\$6.000	\$0.720	\$3.035	\$61.915
6	6	N/A	\$38.180	\$10.200	\$6.160	\$6.000	\$0.720	\$3.035	\$64.295
7	6	N/A	\$42.960	\$10.200	\$9.240	\$6.000	\$0.720	\$5.565	\$74.685
8	6	N/A	\$45.340	\$10.200	\$9.240	\$6.000	\$0.720	\$5.565	\$77.065

FOOTNOTE(S)

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

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCTF.

** Journeyman Predetermined Increases

Effective January 1, 2024, an increase of \$2.45 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 12-31-2023 **

Craft/Classification: Iron Worker

Indentured/Other: Area 4

Shift: 1

Counties: Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern,

Kings, Lake, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Joaquin, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Ventura, Yolo, Yuba

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	N/A	\$23.100	\$5.500	\$0.000	\$6.000	\$0.720	\$0.035	\$35.355
2	6	N/A	\$25.410	\$10.200	\$0.000	\$6.000	\$0.720	\$0.505	\$42.835
3	6	N/A	\$27.720	\$10.200	\$3.080	\$6.000	\$0.720	\$0.505	\$48.225
4	6	N/A	\$30.030	\$10.200	\$3.080	\$6.000	\$0.720	\$3.035	\$53.065
5	6	N/A	\$34.650	\$10.200	\$6.160	\$6.000	\$0.720	\$3.035	\$60.765
6	6	N/A	\$36.960	\$10.200	\$6.160	\$6.000	\$0.720	\$3.035	\$63.075
7	6	N/A	\$41.580	\$10.200	\$9.240	\$6.000	\$0.720	\$5.565	\$73.305
8	6	N/A	\$43.890	\$10.200	\$9.240	\$6.000	\$0.720	\$5.565	\$75.615

FOOTNOTE(S)

Applies to the portion of Los Angeles County not covered by Area 3.

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCTF.

** Journeyman Predetermined Increases

Effective January 1, 2024, an increase of \$1.85 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 12-31-2023 *

Craft/Classification: Iron Worker

Indentured/Other: Area 5

Shift: 1

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

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	N/A	\$20.500	\$5.500	\$0.000	\$5.400	\$0.720	\$0.035	\$32.155
2	6	N/A	\$22.550	\$10.200	\$0.000	\$5.400	\$0.720	\$0.505	\$39.375
3	6	N/A	\$24.600	\$10.200	\$3.080	\$5.400	\$0.720	\$0.505	\$44.505
4	6	N/A	\$26.650	\$10.200	\$3.080	\$5.400	\$0.720	\$3.035	\$49.085
5	6	N/A	\$30.750	\$10.200	\$6.160	\$5.400	\$0.720	\$3.035	\$56.265
6	6	N/A	\$32.800	\$10.200	\$6.160	\$5.400	\$0.720	\$3.035	\$58.315
7	6	N/A	\$36.900	\$10.200	\$9.240	\$5.400	\$0.720	\$5.565	\$68.025
8	6	N/A	\$38.950	\$10.200	\$9.240	\$5.400	\$0.720	\$5.565	\$70.075

FOOTNOTE(S)

Other includes amounts for Annuity Fund (Except Period 1-3), Admin. Trust (Except Period 1), LMCT (Except Period 1) & WCTF.

* No Predetermined Increases

Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 12-31-2023 *

Craft/Classification: Iron Worker

Indentured/Other: Fence Erector

Shift: 1

Counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	N/A	\$20.640	\$5.500	\$0.000	\$4.620	\$0.510	\$0.035	\$31.305
2	6	N/A	\$22.700	\$8.030	\$0.000	\$4.620	\$0.510	\$0.175	\$36.035
3	6	N/A	\$24.770	\$8.030	\$2.250	\$4.620	\$0.510	\$0.175	\$40.355
4	6	N/A	\$26.830	\$8.030	\$2.250	\$4.620	\$0.510	\$1.935	\$44.175
5	6	N/A	\$30.960	\$8.030	\$4.500	\$4.620	\$0.510	\$1.935	\$50.555
6	6	N/A	\$33.020	\$8.030	\$4.500	\$4.620	\$0.510	\$1.935	\$52.615
7	6	N/A	\$37.150	\$8.030	\$6.740	\$4.620	\$0.510	\$3.685	\$60.735
8	6	N/A	\$39.220	\$8.030	\$6.740	\$4.620	\$0.510	\$3.685	\$62.805

FOOTNOTE(S)

Other includes amounts for Annuity Fund, Admin. Trust, LMCT & WCTF.

* No Predetermined Increases

GENERAL PREVAILING WAGE APPRENTICE RATES

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Laborer

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	500	\$22.190	\$6.270	\$4.360	\$3.510	\$0.750	\$0.670	\$37.750
2	N/A	500	\$24.410	\$6.270	\$4.360	\$3.510	\$0.750	\$0.670	\$39.970
3	N/A	500	\$26.630	\$6.270	\$4.360	\$3.510	\$0.750	\$0.670	\$42.190
4	N/A	500	\$31.070	\$6.270	\$4.360	\$3.510	\$0.750	\$0.670	\$46.630
5	N/A	500	\$35.500	\$6.270	\$4.360	\$3.510	\$0.750	\$0.670	\$51.060
6	N/A	500	\$37.720	\$6.270	\$4.360	\$3.510	\$0.750	\$0.670	\$53.280

FOOTNOTE(S)

Note: Apprentice rates are based on JM Laborer Group V rates.

Vacation -- Includes an amount for supplemental dues.

Other -- Includes amounts for Center for Contract Compliance, Industry Fund, and Administrative Trust Fund, Contract Administration Fund and Partnership for Jobs Industry Advancement Fund.

JOURNEYMAN PREDETERMINED INCREASES:

Effective 7/1/2024, there will be an increase of \$3.30 to be allocated to wages and or employer payments.

Effective 7/1/2025, there will be an increase of \$3.40 to be allocated to wages and or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

GENERAL PREVAILING WAGE APPRENTICE RATES

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 07-31-2024 **

Craft/Classification: Landscape/Irrigation Laborer

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	12	N/A	\$20.340	\$5.450	\$3.920	\$1.620	\$2.040	\$.500	\$33.870
2	12	N/A	\$24.300	\$5.450	\$3.690	\$1.850	\$2.110	\$.500	\$37.900
3	12	N/A	\$28.270	\$8.950	\$9.050	\$2.080	\$2.120	\$.500	\$50.970
4	12	N/A	\$32.240	\$8.950	\$8.810	\$2.320	\$2.170	\$.500	\$54.990
5	12	N/A	\$36.220	\$8.950	\$9.390	\$2.560	\$2.200	\$.500	\$59.820

FOOTNOTE(S)

This apprentice determination applies to the journeyman determination for Landscape/Irrigation Laborer/Tender.

Vacation: includes supplemental dues for Period 1-2: \$1.26, Period 3-5: \$1.39.

Other: Includes amounts for CCC, CAF, and Administrative Trust Fund.

**** JOURNEYMAN PREDETERMINED INCREASES:**

Effective 8/1/2024, there will be an increase of \$3.30 allocated to wages and/or employer payments.

Effective 8/1/2025, there will be an increase of \$3.40 allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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GENERAL PREVAILING WAGE APPRENTICE RATES

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Operating Engineer

Shift: 1

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$35.210	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$57.870
2	N/A	1,000	\$38.140	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$60.800
3	N/A	1,000	\$41.080	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$73.890
4	N/A	1,000	\$44.010	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$76.820
5	N/A	1,000	\$46.940	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$79.750
6	N/A	1,000	\$52.810	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$85.620

FOOTNOTE(S)

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity.

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

** JOURNEYMAN PREDETERMINED INCREASES:

7-1-2024: \$4.02 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Operating Engineer

Indentured/Other: Special Shift

Shift: 2

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$36.210	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$58.870
2	N/A	1,000	\$39.140	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$61.800
3	N/A	1,000	\$42.080	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$74.890
4	N/A	1,000	\$45.010	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$77.820
5	N/A	1,000	\$47.940	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$80.750
6	N/A	1,000	\$53.810	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$86.620

FOOTNOTE(S)

Special Shift Rates

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity.

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

****JOURNEYMAN PREDETERMINED INCREASES:**

7-1-2024: \$4.02 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Operating Engineer

Indentured/Other: Multi-shift

Shift: 3

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$36.210	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$58.870
2	N/A	1,000	\$39.140	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$61.800
3	N/A	1,000	\$42.080	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$74.890
4	N/A	1,000	\$45.010	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$77.820
5	N/A	1,000	\$47.940	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$80.750
6	N/A	1,000	\$53.810	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$86.620

FOOTNOTE(S)

Rates above are for Multi-shift

Operating Engineers Group 13 through 25 apprentice wage rates are based on the applicable journeyman's wage rates for that group.

Pension: Includes an amount for Annuity

Vacation & Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund, and Southern California Partnership for Jobs Fund.

Rates above also apply to crafts:

Tunnel Operating Engineer

Crane, Pile Driver, and Hoisting Equipment Operating Engineer

**** JOURNEYMAN PREDETERMINED INCREASES:**

7-1-2024: \$4.02 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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GENERAL PREVAILING WAGE APPRENTICE RATES

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Building Construction Inspector

Indentured/Other: Field Soils Material Tester

Shift: 1

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$35.080	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$57.740
2	N/A	1,000	\$38.000	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$60.660
3	N/A	1,000	\$40.920	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$73.730
4	N/A	1,000	\$43.850	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$76.660
5	N/A	1,000	\$46.770	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$79.580
6	N/A	1,000	\$52.610	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$85.420

FOOTNOTE(S)

Pension: Includes an amount for Annuity

Vacation and Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund and Southern California Partnership for Jobs Fund.

**JOURNEYMAN PREDETERMINED INCREASES:

7-1-2024: \$4.02 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Building Construction
Inspector

Indentured/Other: FSMT Special Shift

Shift: 2

Counties: Imperial, Inyo, Kern, Los Angeles,
Mono, Orange, Riverside, San Bernardino, San
Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$36.080	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$58.740
2	N/A	1,000	\$39.000	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$61.660
3	N/A	1,000	\$41.920	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$74.730
4	N/A	1,000	\$44.850	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$77.660
5	N/A	1,000	\$47.770	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$80.580
6	N/A	1,000	\$53.610	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$86.420

FOOTNOTE(S)

Rates above are for Special Shift.

Pension: Includes an amount for Annuity

Vacation and Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund and Southern California Partnership for Jobs Fund.

****JOURNEYMAN PREDETERMINED INCREASES:**

7-1-2024: \$4.02 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Building Construction Inspector

Indentured/Other: FSMT Multi Shift

Shift: 3

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$36.080	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$58.740
2	N/A	1,000	\$39.000	\$12.850	\$4.500	\$3.850	\$1.050	\$.410	\$61.660
3	N/A	1,000	\$41.920	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$74.730
4	N/A	1,000	\$44.850	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$77.660
5	N/A	1,000	\$47.770	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$80.580
6	N/A	1,000	\$53.610	\$12.850	\$14.650	\$3.850	\$1.050	\$.410	\$86.420

FOOTNOTE(S)

Rates above are for Multi-Shift.

Pension: Includes an amount for Annuity

Vacation and Holiday: Includes an amount for Supplemental Dues.

Other: Includes amounts for Industry Fund, Engineers Contract Compliance Committee (ECCC), Contract Administration Fund and Southern California Partnership for Jobs Fund.

****JOURNEYMAN PREDETERMINED INCREASES:**

7-1-2024: \$4.02 to be allocated to wages and/or fringes.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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Determination: 2023-2

Issue Date: 02-22-2023

Expire Date: 10-31-2023 **

Craft/Classification: Operating Engineer
(Landscape Construction)

Indentured/Other: Landscape Operating Engineer **Counties:** Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	1,000	\$27.610	\$12.350	\$13.150	\$3.850	\$1.050	\$.150	\$58.160
2	N/A	1,000	\$29.910	\$12.350	\$13.150	\$3.850	\$1.050	\$.150	\$60.460
3	N/A	1,000	\$32.210	\$12.350	\$13.150	\$3.850	\$1.050	\$.150	\$62.760
4	N/A	1,000	\$34.510	\$12.350	\$13.150	\$3.850	\$1.050	\$.150	\$65.060
5	N/A	1,000	\$36.810	\$12.350	\$13.150	\$3.850	\$1.050	\$.150	\$67.360
6	N/A	1,000	\$41.410	\$12.350	\$13.150	\$3.850	\$1.050	\$.150	\$71.960

FOOTNOTE(S)

Vacation & Holiday: Includes an amount for Supplemental Dues.

Pension: Includes an amount for Defined Contribution Plan (Annuity).

Other: Includes an amount for Engineers Contract Compliance Committee.

Journeyman Predetermined Increases:

Effective 11/1/2023, there will be an increase of \$4.00 to be allocated to wages and/or employer payments.

Effective 11/1/2024, there will be an increase of \$4.00 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please email a request to statistics@dir.ca.gov or send a request to the following address:

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San Francisco, CA 94142-0603

GENERAL PREVAILING WAGE APPRENTICE RATES

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Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Painter

Indentured/Other: IMP LOS ORA SBR SDI RIV

Shift: 1

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	900	\$18.870	\$7.250	\$1.310	\$1.190	\$.750	\$1.010	\$30.380
2	6	900	\$19.650	\$7.550	\$1.360	\$1.230	\$.750	\$1.010	\$31.550
3	6	900	\$20.570	\$8.470	\$1.960	\$1.470	\$.750	\$1.010	\$34.230
4	6	900	\$22.300	\$9.200	\$2.680	\$1.550	\$.750	\$1.010	\$37.490
5	6	900	\$24.020	\$9.200	\$2.840	\$2.190	\$.750	\$1.010	\$40.010
6	6	900	\$25.750	\$9.200	\$3.670	\$2.270	\$.750	\$1.010	\$42.650
7	6	900	\$27.500	\$9.200	\$4.260	\$2.380	\$.990	\$1.010	\$45.340
8	6	900	\$29.210	\$9.200	\$4.380	\$2.460	\$1.700	\$1.010	\$47.960

FOOTNOTE(S)

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

** JOURNEYMAN PREDETERMINED INCREASES:

Effective 7/1/2024: an increase of \$2.50 to be allocated as follows: \$2.10 to the Basic Hourly Rate and \$0.40 to Pension.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director-Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Painter

Indentured/Other: IMP LOS ORA SBR SDI RIV

Shift: 2

Counties: Imperial, Los Angeles, Orange,
Riverside, San Bernardino, San Diego

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	900	\$21.230	\$7.250	\$1.310	\$1.190	\$.750	\$1.010	\$32.740
2	6	900	\$22.110	\$7.550	\$1.360	\$1.230	\$.750	\$1.010	\$34.010
3	6	900	\$23.140	\$8.470	\$1.960	\$1.470	\$.750	\$1.010	\$36.800
4	6	900	\$25.090	\$9.200	\$2.680	\$1.550	\$.750	\$1.010	\$40.280
5	6	900	\$27.020	\$9.200	\$2.840	\$2.190	\$.750	\$1.010	\$43.010
6	6	900	\$28.970	\$9.200	\$3.670	\$2.270	\$.750	\$1.010	\$45.870
7	6	900	\$30.940	\$9.200	\$4.260	\$2.380	\$.990	\$1.010	\$48.780
8	6	900	\$32.860	\$9.200	\$4.380	\$2.460	\$1.700	\$1.010	\$51.610

FOOTNOTE(S)

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

****JOURNEYMAN PREDETERMINED INCREASES:**

Effective 7/1/2024: an increase of \$2.50 to be allocated as follows: \$2.10 to the Basic Hourly Rate and \$0.40 to Pension.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director-Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Painter

Indentured/Other: INY KER MON

Shift: 1

Counties: Inyo, Kern, Los Angeles (Antelope Valley Area), Mono

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	900	\$18.820	\$7.250	\$1.460	\$1.230	\$0.750	\$1.010	\$30.520
2	6	900	\$19.460	\$7.550	\$1.510	\$1.270	\$0.750	\$1.010	\$31.550
3	6	900	\$20.120	\$8.470	\$1.760	\$1.510	\$0.750	\$1.010	\$33.620
4	6	900	\$21.500	\$9.200	\$2.210	\$1.590	\$0.750	\$1.010	\$36.260
5	6	900	\$22.910	\$9.200	\$2.310	\$2.200	\$0.750	\$1.010	\$38.380
6	6	900	\$24.250	\$9.200	\$2.960	\$2.280	\$0.750	\$1.010	\$40.450
7	6	900	\$25.650	\$9.200	\$3.610	\$2.360	\$0.750	\$1.010	\$42.580
8	6	900	\$27.030	\$9.200	\$4.270	\$2.440	\$0.750	\$1.010	\$44.700

FOOTNOTE(S)

Includes Antelope Valley (LA).

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

****JOURNEYMAN PREDETERMINED INCREASES:**

Effective 7/1/2024: an increase of \$2.50 to be allocated as follows: \$2.10 to the Basic Hourly Rate and \$0.40 to Pension.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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San Francisco, CA 94142-0603

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Painter

Indentured/Other: INY KER MON

Shift: 2

Counties: Inyo, Kern, Los Angeles (Antelope Valley Area), Mono

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	6	900	\$21.170	\$7.250	\$1.460	\$1.230	\$.750	\$1.010	\$32.870
2	6	900	\$21.890	\$7.550	\$1.510	\$1.270	\$.750	\$1.010	\$33.980
3	6	900	\$22.640	\$8.470	\$1.760	\$1.510	\$.750	\$1.010	\$36.140
4	6	900	\$24.190	\$9.200	\$2.210	\$1.590	\$.750	\$1.010	\$38.950
5	6	900	\$25.770	\$9.200	\$2.310	\$2.200	\$.750	\$1.010	\$41.240
6	6	900	\$27.280	\$9.200	\$2.960	\$2.280	\$.750	\$1.010	\$43.480
7	6	900	\$28.860	\$9.200	\$3.610	\$2.360	\$.750	\$1.010	\$45.790
8	6	900	\$30.410	\$9.200	\$4.270	\$2.440	\$.750	\$1.010	\$48.080

FOOTNOTE(S)

Includes Antelope Valley (LA).

Basic Hourly Rate -- includes amount withheld for working dues.

Other --includes LMCC Fund contribution.

**JOURNEYMAN PREDETERMINED INCREASES:

Effective 7/1/2024: an increase of \$2.50 to be allocated as follows: \$2.10 to the Basic Hourly Rate and \$0.40 to Pension.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

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P.O. Box 420603

San Francisco, CA 94142-0603

GENERAL PREVAILING WAGE APPRENTICE RATES

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentice is registered at the [Division of Apprenticeship Standards Website \(https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp\)](https://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp)

Determination: 2023-2

Issue Date: 08-22-2023

Expire Date: 06-30-2024 **

Craft/Classification: Teamster

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Basic Hourly Rate	Health & Welfare	Pension	Vacation/Holiday	Training	Other	Total Hourly Rate
1	N/A	600	\$21.050	\$15.060	\$4.000	\$1.450	\$1.920	\$.500	\$43.980
2	N/A	600	\$23.830	\$15.060	\$4.000	\$1.450	\$1.920	\$.500	\$46.760
3	N/A	600	\$27.010	\$15.060	\$4.000	\$1.450	\$1.920	\$.500	\$49.940
4	N/A	600	\$29.790	\$15.060	\$4.000	\$1.450	\$1.920	\$.500	\$52.720
5	N/A	600	\$33.760	\$15.060	\$4.000	\$1.450	\$1.920	\$.500	\$56.690
6	N/A	600	\$37.730	\$15.060	\$4.000	\$1.450	\$1.920	\$.500	\$60.660

FOOTNOTE(S)

Vacation & Holiday - Includes Amount for Supplemental Dues.

Apprentice rates based on Group X Journeyman Rates.

** Journeyman Predetermined Increases

Effective July 1, 2024, there will be an increase of \$3.30 to be allocated to wages and/or employer payments.

There may be corresponding predetermined increase(s) to the apprentices associated with this journeyman craft/classification. Please e-mail a request to statistics@dir.ca.gov or send to the following address:

Department of Industrial Relations

Office of the Director - Research Unit

P.O. Box 420603

San Francisco, CA 94142-0603