

Invitation for Bids for Generator Transfer Switch Install *Project Summary Sheet*

Solicitation Issuance: July 27, 2026

Project Description: The Santa Barbara Metropolitan Transit District (MTD) is seeking a qualified, licensed electrical contractor with the most competitive bid capable of modifying the existing main switchboard configuration to accommodate and install a new automatic transfer switch, ensure proper isolation between normal and emergency power feeds, and maintain continuous operations.

Project Location: Santa Barbara MTD, Maintenance Facility
550 Olive Street, Santa Barbara, CA 93101

Mandatory Pre-Bid Meeting & Job Walk: Wednesday, August 19, 2026, 9:00 AM

Starts at MTD, Administrative Building, 550 Olive Street, Santa Barbara, CA 93101

Clarification & Change Request Deadline: Thursday, August 20, 2026, 9:00 AM to purchasing@sbmtd.gov

Bid Due Date/Time: Wednesday, August 26, 2026, 9:00 AM

at MTD, Administrative Building, 550 Olive Street, Santa Barbara, CA 93101
(bids opened in first floor auditorium)

Bid Contents:

- Price Bid
- Bid Security
- Acknowledgement of Addenda
- Bidder Information
- Subcontractors (completed forms due with 24 hours of bid opening)
- References
- Non-Collusion Declaration and Compensation Certification

Licensing Required: Contractors State License Board (CSLB), Class C-10 Electrical Contractor
City of Santa Barbara Business License

Bonding Required: Bid bond (5%)
performance bond (100%); payment bond (100%) will be required of any awarded bid over \$25,000

Project Regulation: Public Works Project requiring registration with California Department of Industrial Relations (DIR) and not less than general prevailing rate of per diem wages

Federal Transit Administration (FTA) Contract Provisions including Davis-Bacon Act
Wages and Build America, Buy America

Anticipated Schedule: Issuance of Notice to Proceed anticipated promptly after award, August 2026
Project completion within 30 days



**Invitation for Bids
for
Generator Transfer Switch Install**

July 27, 2026

Contact:

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Generator Transfer Switch Install

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Attachment 1: MTD Forms and Certifications

Attachment 2: Statement of Work (Technical Specifications and Drawings)

Attachment 3: MTD Purchase Order Terms & Conditions

Attachment 4: State of CA Provisions for Public Works Projects (including DIR prevailing wages)

Attachment 5: Federal Transit Administration (FTA) Contract Provisions (including DBA wages)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Generator Transfer Switch Install

Solicitation Instructions

1. Project Description

The Santa Barbara Metropolitan Transit District (MTD) is issuing this Invitation for Bids for Generator Transfer Switch Install (IFB) to identify a qualified and skilled Contractor to perform the critical safety need at MTD's Terminal 1 facility in downtown Santa Barbara to modify the main switchboard and install a new automatic transfer switch for emergency generator power distribution. The work includes reconfiguring the main circuit breaker, isolating the generator feed, and intercepting existing feeder lines to establish proper power routing in the electrical room.

All work must comply with California Electrical Code standards and be executed by a licensed C-10 contractor. MTD seeks to award a single contract to one successful Bidder with the lowest responsive and responsible bid.

2. Pre-Bid Submittal Activities

2.1 Bid Packets

The IFB documents shall be posted and available at <https://sbmtd.gov/about/doing-business/> and are also available by request by emailing purchasing@sbmtd.gov. The IFB bid packet is composed of the following documents:

- ☐ **Solicitation Instructions:** Detailed bidding procedures, submittal requirements, and project schedule (this document).
- ☐ **MTD Forms and Certifications:** Required forms that must be fully completed and submitted with the bid.
- ☐ **Statement of Work:** Technical scope, minimum performance requirements, deliverables, and insurance standards.
- ☐ **Construction Drawings (Exhibit A):** Professional engineering specifications, schematics, and site plans governing the work.
- ☐ **MTD Purchase Order Terms & Conditions:** General contractual terms and conditions applicable to the awarded Bidder.
- ☐ **State of California Provisions for Public Works Projects:** Statutory requirements governing California DIR registration, certified payroll, and prevailing wage rates.
- ☐ **Federal Transit Administration (FTA) Clauses & Provisions:** Federal contract requirements, including Davis-Bacon Act wage determinations and federal compliance standards for prime contractors and subcontractors.

Bidders should be certain to read all documents in this IFB in order to prepare bids correctly and be fully aware of the contractual terms and conditions. Failure of a Bidder to follow instructions may result in rejection or disqualification of its bid, and lack of knowledge of the contract terms shall not excuse it from its obligations.

2.2 Registration with the California Department of Industrial Relations (DIR)

➤ **Contractors and subcontractors must be registered with the DIR.**

This is a public works project as defined in the California Labor Code 1720. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR with a Contractors State License Board (CSLB) license.
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR.
- Anyone working on a public works project must be paid no less than prevailing wages as determined by DIR and available at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Copies of the prevailing rate of per diem wages are also on file at MTD, which shall be made available to any interested party on request.

More information about the applicable rules and procedures, including those listed above, may be found at <https://www.dir.ca.gov/Public-Works/PublicWorks.html>. Failure of a Bidder and its subcontractors to be properly registered with DIR and showing in the DIR database at the time of bid opening will render its bid non-responsive, and it will be rejected in accordance with DIR regulations.

2.3 Federal Wages

- **Contractor and all subcontractors must be prepared to pay employees weekly the higher per diem wage rate (including fringe benefits) between the state and federal wage determinations.**

This project is subject to Wage Rate Requirements of The Davis-Bacon Act [Regulations at 22.401-3 U.S.C. chapter 31, subchapter IV]. The law provides that contracts in excess of \$2,000 for construction, alteration, or repair of public buildings or public works that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.

In the event of a conflict between prevailing wages as determined by DIR and federal wage determinations for a specific craft, classification, or type of worker, the higher of the two wage rates (including fringe benefits) shall prevail and be paid.

More information about the applicable federal contract provisions is attached. Additional wage determinations resources can be found at: <https://sam.gov/wage-determinations>

2.4 Mandatory Pre-Bid Meeting & Job Walk

➤ Wednesday, August 19, 2026, 9:00 AM PDT

There is a mandatory pre-bid meeting for reviewing the existing conditions with interested parties on Wednesday, August 19, 2026, 9:00 AM (local time) at the project site: Santa Barbara MTD 550 Olive Street, Santa Barbara, CA 93101. The meeting will start in the downstairs auditorium of the Administrative Building and will proceed with a guided tour of the project areas.

This will be the only opportunity for Bidders to examine the site with MTD personnel. Failure of any Bidder to have its authorized representative present at the job walk will render the bid non-responsive, and it will be rejected.

2.5 Communication, Requests & Clarification

➤ Due Thursday, August 20, 2026, 9:00 AM PDT to purchasing@sbmtd.gov

Up until Thursday, August 20, 2026, 9:00 AM (local time) Bidders may request a clarification, or a change to any aspect or requirement of the IFB or any addenda thereto, by emailing purchasing@sbmtd.gov.

Requests may include suggested substitutes for specified items and for any brand names (which whenever used in this solicitation, shall mean the brand name or approved equal). For serious consideration, any request for a change or approved equal must be supported with technical data, test results or other pertinent information evidencing that the change will result in a condition equal to or better than that required by the IFB without a significant increase in project cost or time.

MTD responses shall be by written addenda only. Only addenda issued by MTD are binding upon this solicitation.

2.6 IFB Modification & Addenda

MTD reserves the right to amend this IFB at any time. Based upon questions, requests, or comments received, MTD may modify the IFB if in its best interests to do so. Any such changes shall be provided through formal written addenda. No other forms of communication with any officer, employee or agent of MTD with respect to the IFB shall be binding on MTD.

Any addenda shall be posted and available at <https://sbmtd.gov/about/doing-business/> and will be sent via email to parties that have expressed an interest by emailing purchasing@sbmtd.gov. Failure of a Bidder to receive any addendum shall not relieve it from any obligation under its bid or under the IFB as clarified or modified.

3. Bid Preparation

3.1 Format of Bids

Bids must be submitted and organized in the order listed below.

- ☐ **Price Bid**
- ☐ **Bid Security**
- ☐ **Acknowledgement of Addenda**
- ☐ **Bidder Information**
- ☐ **Subcontractors**
- ☐ **References**
- ☐ **Non-Collusion Declaration and Compensation Certification**

☐ **Price Bid**—Bid shall include the fully completed and signed Price Bid form included in this IFB.

- **Contract award shall be to the responsive and responsible Bidder with the lowest Bid Price.**

The Price Bids shall indicate the total compensation for all costs associated with carrying out the project under the terms of the contract, including labor, equipment, overhead, and profit. This price is not subject to adjustment based on the contractor's actual costs incurred during performance.

Per Statement of Work, do NOT include the cost of local agency permits in any price bid as MTD will pay them directly to the City of Santa Barbara or will reimburse the Contractor, whichever is applicable at the time. MTD will also arrange, and bear costs of, structural tests and special inspections if required by the applicable building code.

Failure to include the fully completed and signed Price Bid form will render the bid non-responsive and it will be rejected. If revised Price Bid forms were issued as part of addenda, the most recent version must be used or the bid will be considered non-responsive and it will be rejected.

☐ **Bid Security**— Bid security of 5% of the Bid Price is required to be included in the Bidder's submittal. Bid security may be in the form of a bid bond executed by a surety licensed to do business in the State of California or a certified treasurer's or cashier's check made payable to Santa Barbara MTD. Personal or company checks or money orders will not be accepted.

- **MTD does not have its own Bond form; Bidder can use the AIA Standard Bid Bond form or another similar bond form supplied by a legitimate surety company. Failure to provide the stipulated bid security will render the bid non-responsive, and it will be rejected.**

The contract for this solicitation also stipulates that the Contractor shall obtain performance and payment bonds following the contract award. Such bonds shall have penal amounts of 100% for performance and payment in accordance with the bonding requirements outlined in the Statement of Work.

Performance and payment bonds are not required for bids under \$25,000.

☐ **Acknowledgment of Addenda**—Bidder shall acknowledge either the receipt of each addendum or that there were no addenda by including in its bid submittal the fully completed and signed Acknowledgement of Addenda form included in this IFB packet. Failure to include the signed Acknowledgement of Addenda form may render the bid non-responsive, resulting in rejection.

☐ Bidder Information—Bid shall include the fully completed Bidder Information form in this IFB packet.

☐ Subcontractors—Submittal shall include a Subcontractors form for each proposed subcontractor who will be involved in this project and meets the criteria stated on the form (portion of work in excess of one-half of 1 percent of the total bid price). Duplicate forms as necessary. If no subcontractors shall be used, indicate “N/A” on form.

Pursuant to the California Public Contract Code Section 4104, a prime contractor (Bidder) must submit with their bid:

- ✓ **Subcontractor Name**
- ✓ **Subcontractor Location**
- ✓ **Subcontractor’s California Contractor’s License Number**
- ✓ **Subcontractor’s DIR Registration Number**

The fully completed Subcontractor form, with the remaining required information may be submitted by the prime contractor Bidder up to 24 hours after the bid deadline by email to purchasing@sbmtd.gov. The additional information includes:

- ✓ **Subcontractor Telephone Number**
- ✓ **Subcontractor Email**
- ✓ **California Contractor’s License Class**
- ✓ **Contractor’s License Expiration**
- ✓ **DIR Registration Expiration**
- ✓ **Amount of Work**
- ✓ **Portion of Work**
- ✓ **Type of work**
- ✓ **Craft**

Failure of a Bidder to submit the remaining information with a completed Subcontractors form within the 24 hours of bid opening will render its bid non-responsive, and it will be rejected.

☐ References—Bid shall include the fully completed References form included in this IFB packet. Please be certain to list contact information that is accurate and current. Work references shall be from projects similar in scope to the extent feasible. There shall be at least one public works project in California that required compensation of prevailing wages. It is critical that all reference contact information is accurate and current. MTD reserves the right to reject bids if references cannot be reached or fail to respond within a reasonable timeframe.

☐ Non-Collusion Declaration and Compensation Certification—Bid shall include the fully completed and signed form included in this IFB packet providing a Non-Collusion Declaration and a Compensation Certification.

4. Bid Submittal & Opening

4.1 Bid Delivery

- **Bids due Wednesday, August 26, 2026, by 9:00 AM PDT**

One (1) original signed bid shall be submitted in a non-transparent, sealed envelope or appropriate packaging plainly marked on the exterior with the name of the Bidder and the abbreviated project name: "Generator Transfer Switch Install IFB"

Sealed bids shall be addressed and delivered to MTD:

Santa Barbara Metropolitan Transit District
Generator Transfer Switch Install IFB
550 Olive Street
Santa Barbara, CA 93101

If using US Mail or delivery service, bids must still be enclosed in the specified packaging within any delivery service packaging.

Hand-delivered sealed bids shall be accepted by appointment. MTD Administrative Offices are currently closed to the public. Deliveries can be accepted by pre-arranging a delivery time Monday through Friday, from 8:00 AM - 5:00 PM (local time). To make a delivery appointment call 805-963-3364 ext. 200.

Within the 15 minutes prior to bid-opening, bids will be accepted without an appointment and must be brought directly to the Administrative Building's downstairs auditorium.

Bids will be accepted until 9:00 AM local time Wednesday, August 26, 2026. It is the Bidder's sole responsibility to ensure that the bids are received by the date and time stated above. Unless due to the fault of MTD, bids received after such time will not be considered.

4.2 Bid Opening

➤ **Wednesday August 26, 2026, at 9:00 AM PDT**

Bid opening will immediately follow the submittal deadline. No appointment is necessary to attend the bid-opening. All bids received by the bid submission deadline will be opened and read aloud at an open public meeting in the Administrative Building's downstairs auditorium at MTD: 550 Olive Street, Santa Barbara, CA 93101. At the meeting, the amounts bid by each Bidder will be read aloud. An announcement will be made of the apparent low Bidder, pending the Responsibility and Responsiveness check of each bid received (bid review process is described below).

4.3 Submittal of Subcontractor Additional Information

➤ **Thursday, August 27, 2026, by 9:00 AM PDT by email to purchasing@sbmtd.gov**

As stated in the instructions for completing the Subcontractors form and Pursuant to the California Public Contract Code Section 4104, MTD shall allow the Bidders up to 24 hours after bid opening to furnish the additional information concerning listed subcontractors. Subcontractor information shall only be accepted from the Prime Bidder. The submittals of the additional information will be accepted via email with the "Generator Transfer Switch Install IFB" in the subject line sent to purchasing@sbmtd.gov. Failure to submit full subcontractor documentation by 9:00 AM local time on Thursday, August 27, 2026, will render the bid non-responsive, and it will be rejected.

4.4 Modification or Withdrawal of Bids

A Bidder may modify or withdraw a submitted bid any time prior to the bid submittal deadline by sending an e-mail request from the Bidder's authorized representative to purchasing@sbmtd.gov. The withdrawal of a bid prior to the bid submission deadline does not prejudice the right of a Bidder to resubmit a bid by the deadline. After the bid submission deadline, a bid may be withdrawn only if MTD fails to award the contract within the validity period stipulated on the Price Bid form or any agreed-upon extension thereof.

4.5 Bid Stipulations

Bids received by MTD become the property of MTD. MTD will not pay any cost incurred by Bidder resulting from the preparation or delivery of its bid. Bids submitted in response to this IFB become a matter of public record and shall be regarded as public records. MTD does not require, nor does it solicit, proprietary technical data, trade secrets, or confidential information to evaluate a Bid. MTD reserves the sole right to review, accept, or reject bids; or to cancel this solicitation in whole or in part if it is in MTD's best interest to do so. Bids submitted shall remain valid for 60 calendar days.

5. Bid Review

5.1 Bid Defects or Collusion

MTD may reject any bid that includes deviations or is not prepared in accordance with the instructions and requirements of this solicitation. MTD reserves the right to waive any defects, or minor informalities, or irregularities in any bid which do not materially affect the bid or prejudice other Bidders. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the bids of all such Bidders shall be rejected, and such evidence may be a cause for disqualification of the participants in future MTD solicitations.

5.2 Responsiveness

MTD shall examine the lowest submitted Bid Price to determine its completeness and responsiveness to the requirements of this solicitation. A responsive bid is one that conforms in all material respects to the IFB. MTD reserves the right to request additional or clarifying information from any Bidder to evaluate responsiveness. MTD reserves the right to waive minor informalities or irregularities that do not affect the competitive position of other Bidders.

Bids that fail to include all required forms, materials, or information, including, but not limited to, fully completed subcontractor disclosures by the established deadline—or that contain substantially incomplete entries, may be determined non-responsive and rejected by MTD. If the lowest pricing Bidder is determined to be non-responsive, MTD shall reject that bid and proceed to evaluate the next lowest Bid Price until the lowest responsive Bidder is identified.

5.3 Responsibility

MTD shall assess the lowest responsive Bidder's "responsibility." Responsibility is defined as having the technical capacity, experience, and operational understanding necessary to perform the work, this includes demonstrated ability to bond the work and possess the proper/valid contractor's license. The Bidder must currently be free from debarment by any Federal, State, or local agency. Furthermore, to establish responsibility, the Bidder must have participated in the mandatory Job Walk to ensure a full understanding of the site and must demonstrate a track record of satisfactory performance through verifiable, similar references.

MTD shall primarily use contractor databases and work references provided in the bid for this initial determination. However, at its own discretion, MTD may seek and utilize other information within and outside of the bid to assist in the determination. Such process may involve requesting additional or clarifying information from a Bidder, including evidence of insurance that meets the requirements outlined in the Statement of Work. The bid of a Bidder not found to be responsible shall be rejected. In such a case, the process shall continue until such time as the lowest responsive and responsible Bidder is determined.

5.4 Single Bid Analysis

If only one bid is received in response to this solicitation, a detailed price and/or cost analysis of the bid may be required in order to determine if the price is fair and reasonable. A price analysis involves comparison to other similar procurements with similar quantities, specifications and time frames. Where it is impossible to determine price reasonableness through price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Bidder's proposal. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate MTD to accept such a single bid, which may be rejected at MTD's sole discretion.

6. Contract Award

6.1 Award Process

If considered in MTD's best interest, the MTD General Manager will issue the responsive and responsible Bidder providing the lowest bid price a "Notification of Contingent Award." Such notification is a declaration from MTD of its intent to award a project contract once the required documents are received. Such award notification is anticipated on or before September 1, 2026.

6.2 Contract Execution

A contract will be executed and issued upon receipt of required certificates of insurance, City business license, and any other MTD required documents. Below is a list detailing the contract-required documents for this solicitation.

- **Bonds**—A performance bond (100% of the contract amount) and a payment bond (100% of the contract amount) is required for contracts over \$25,000.
- **Insurance**—Contractor and subcontractors must be able to meet the Insurance Requirements as outlined in the Statement of Work. Contractor shall have its insurance broker/agent provide MTD with certificates of insurance as MTD will not accept such documents from the Contractor or any agent of the Contractor other than a licensed insurance professional. Subcontractor certificates of insurance shall be submitted and managed by the Contractor. MTD will accept electronic certificates of insurance as proof of coverage. Certificates and Renewals should be sent to insurance@sbmtd.gov.
- **City of Santa Barbara Business License**—A copy of Prime Contractor's City of Santa Barbara Business Tax Certificate must be provided to MTD. Applications and renewals can be obtained here: <https://santabarbaraca.gov/business/business-taxes-assessments/business-tax-certificate-information>
- **Disadvantaged Business Enterprises (DBE) Certification**—While there is no DBE commitment for this contract, Contractor or any subcontractor that is certified DBE by the California Unified Certification Program (CUCP) shall submit a copy of their certificate. Additional information can be obtained by emailing purchasing@sbmtd.gov or start here: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>.

MTD must receive the contract-required documents within ten (10) calendar days after a written "Notification of Contingent Award."

Attached and incorporated into the contract will be the Statement of Work, the State of California Provisions for Public Works Projects, and relevant portions of the Contractor's bid and post-award submittals. In all cases, the most recent versions of the documents, taking into account any addenda thereto, shall be used in the final and binding contract.

A notice to proceed (NTP) will be issued once the contract is signed by both Contractor and MTD. Contractor performance shall commence and all work on this project shall be completed within 30 days.

6.3 Protest Procedures

MTD has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by MTD concerning its procurement activities. Such procedures are available on MTD's website at <http://www.sbmtd.gov/about/doing-business/>.

End of Solicitation Instructions Text (See Attachments)



Invitation for Bids
for
Generator Transfer Switch Install

Attachment 1
MTD Forms & Certifications

July 27, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Generator Transfer Switch Install
CHECKLIST

The checklist is an aid for completing the requirements of this Invitation for Bids. It does not substitute for any provision or obligation in the Solicitation Instructions or the terms and conditions in the attachments. In the event of any conflict between this Checklist and the aforementioned documents, the latter shall control over the Checklist.

Important Dates:

- ☐ Mandatory Pre-Bid Meeting and Job Walk on Wednesday, **August 19, 2026, 9:00 AM** (local time) starts at MTD 550 Olive Street, Santa Barbara, CA 93101
- ☐ Requests for change and clarifications due Thursday, **August 20, 2026, 9:00 AM** (local time) by email to purchasing@sbmtd.gov
- ☐ Bids Due Date/Public Bid Opening on Wednesday, **August 26, 2026, 9:00 AM** (local time) at MTD 550 Olive Street, Santa Barbara, CA 93101 (bid opening upstairs conference room)
- ☐ Subcontractor Additional Information (if form was not fully completed prior to bid opening), may be submitted by Thursday, **August 27, 2026, 9:00 AM** (local time) to purchasing@sbmtd.gov

Required MTD Forms to be completed:

- ☐ Price Bid
- ☐ Acknowledgement of Addenda
- ☐ Bidder Information
- ☐ Subcontractors
- ☐ References
- ☐ Non-Collusion Declaration and Compensation Certification
- ☐ Lobbying Certification

- ☐ Bid Security at 5% of Bid Price by certified treasurer's or cashier's check made to Santa Barbara MTD or licensed surety (MTD does not have its own Bond form; use AIA Standard or form supplied by surety company)

If awarded, required documents prior to contract execution:

- ☐ *Performance bond (100% of the contract amount) and a payment bond (100% of the contract amount) required for contracts over \$25,000.*
- ☐ *Certificate of Insurance for Contractor, and all subcontractors, naming MTD as certificate holder*
- ☐ *Copy of City of Santa Barbara Business License*
- ☐ *Disadvantaged Business Enterprises (DBE) Certification, if applicable*

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Generator Transfer Switch Install
PRICE BID

Generator Transfer Switch Install Project	
Total Bid Price	\$

The Bidder hereby represents and acknowledges that:

1. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, supplies, material, or equipment called for in carrying out the project.
2. It will pay employees weekly the higher per diem wage rate (including fringe benefits) between the state and federal wage determinations and make available evidence of its compliance, and its subcontractors' compliance.
3. It has reviewed the Contract Documents including the *MTD Purchase Order Terms & Conditions*, *State of California Provisions for Public Works Projects*, *Federal Transit Administration (FTA) Contract Provisions* and *Statement of Work with Drawings* and agrees to the terms and conditions thereof.
4. It will meet the minimum insurance coverage requirements and the bonding requirements detailed in the *Statement of Work*.
5. Its bid has been thoroughly checked for errors and omissions and the costs, prices, hours, rates, and any other constituents of this Price Bid are a complete and correct statement of its price for performing all project work required by the Contract Documents.
6. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not in any illegal manner sought to secure for itself any advantage over any other Bidder.
7. Its bid is valid for 60 calendar days following the bid due date.
8. It is understood and agreed that MTD reserves the right to reject any or all bids if, in MTD's sole discretion, that is believed by MTD to be in its best interests. MTD also reserves the right to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the bid(s) received.
9. MTD's potential contract award, if any is made, will be to the lowest responsive and responsible Bidder.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

Issued July 27, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Generator Transfer Switch Install

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder's receipt of the following addenda to this Invitation for Bids and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write "None" in the first blank):

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Note: It is the Bidder's responsibility to ensure it receives all addenda which are posted under "Active Procurements" at the bottom of MTD's website at <http://www.sbmtd.gov/about/doing-business/>.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Generator Transfer Switch Install
BIDDER INFORMATION

General Information

Business Name of Bidder: _____

Business Type: ☐ Corporation (State of Incorporation: _____) ☐ Partnership
☐ Sole Proprietorship ☐ Other: _____

Special Business Designations (DBE, MBE, WBE, etc): _____

Business Federal Tax ID Number: _____ DUNS Number (if have one): _____

Years in Business: _____ NAICS codes (applicable to the scope/bid): _____

Annual Gross Receipts:

Please select the bracket that best represents the average over the last three (3) fiscal years

☐ Under \$1,000,000 ☐ \$1,000,000 to \$5,000,000 ☐ Over \$5,000,000

Corporate Headquarters

Street Address: _____

City: _____ State: _____ Zip Code: _____

Local Office ☐ (check box at left & leave below blank if the local office is the HQ or there is no local office)

Street Address: _____

City: _____ State: _____ Zip Code: _____

Authorizing Contact (person authorized to bind the firm contractually, including change orders)

Name: _____ Title: _____

Location: ☐ HQ ☐ Local Office ☐ Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

Project Manager (MTD point of contact for bringing the project to completion at the bid price)

Name: _____ Title: _____

Location: ☐ HQ ☐ Local Office ☐ Other: _____

Telephone: _____ Cell: _____ E-Mail: _____

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Generator Transfer Switch Install

REFERENCES

Business Name of Bidder: _____

Credit References

Include organizations that you currently purchase materials or services from on credit (or list bank):

Firm Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Vendor Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Work References

Submit three recent client references for comparable work to MTD's project, including one California public works project demonstrating prevailing wage payment and DIR certified payroll submission.

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

Client Name: _____ Contact Name: _____

Contact Phone: _____ Contact E-Mail: _____

Description of Work: _____

If more space is needed, this page may be copied and additional information listed.

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Generator Transfer Switch Install

SUBCONTRACTORS

Business Name of Bidder: _____

Subcontractors

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracting Code, every Bidder shall in his bid set forth the portion of work that will be done by each subcontractor. If the Bidder fails to specify a subcontractor for any portion of work to be performed under Contract in excess of one half (1/2) of one percent (1%) of the Bidder's total bid, he agrees to perform that portion with his own workforce.

Complete this form to list subcontractors for any portion of work to be performed under Contract in excess of one half (1/2) of one percent (1%) of the Bidder's total bid and provide other requested information.

Due with Sealed Bid:

Subcontractor Name: _____

Location/Address: _____

CA Contractor License Number: _____

DIR Registration Number: _____

Due within 24 hours of Bid by email to purchasing@sbmtd.gov:

Amount of Work: \$ _____ Portion of Work: _____ %

Craft: _____ DIR Expiration: _____

CA Contractor License Class: _____ CA Contractor License Expiration: _____

Special Business Designations (DBE, MBE, WBE, etc): _____

Business Federal Tax ID Number: _____ DUNS Number (if have one): _____

Contact E-Mail: _____ Contact Phone: _____

Description of Subcontractor and the work to be performed:

Please duplicate this form for additional subcontractors listed.

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Generator Transfer Switch Install

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____,
(title) (business name of bidder)

the party making the included bid.

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

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

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

that this declaration is executed on _____, at _____.
(date) (city, state)

Authorized Official Signature

Authorized Official Name (printed)

COMPENSATION CERTIFICATION

I am aware of the provisions of Section 3700 of the California 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.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

(Signer must match authorized official shown on Bidder Information form)



Invitation for Bids
for
Generator Transfer Switch Install

Attachment 2
Statement of Work

July 27, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Generator Transfer Switch Install

Statement of Work

A. Project Overview

This project involves the removal of existing switchgear components and the installation of a new, automatic transfer switch to provide safe, reliable, and compliant utility and emergency generator power distribution at the Santa Barbara Metropolitan Transit District (MTD) Terminal 1 (T1) Maintenance Facility located at 550 Olive Street, Santa Barbara, CA 93101.

The primary objective is to modify the existing main switchboard configuration to accommodate a new automatic transfer switch, ensure proper isolation between normal and emergency power feeds, and maintain continuous operations through upgraded distribution feeds.

The Statement of Work does not necessarily include a full and complete description of all required parts, materials, services, or processes required to carry out the project. These specifications are provided only for those materials, procedures, locations, and values that are considered key to achieving the overall goals and objectives of the project.

This technical description defines key specifications, materials, locations, and procedures required to achieve MTD's operational goals. Contractor shall furnish all labor, materials, equipment, and testing necessary to complete the scope of work in accordance with all applicable California Building, Mechanical, and Electrical Codes. Contractor is expected to be experienced in and adhere to these customs of the trade. Any substantive deviations from such customs must be identified to and approved by MTD prior to implementation.

B. Technical Description

- **Drawings:** All work is to be completed in accordance with the construction plans or "drawings", attached as Exhibit A. In the event of any inconsistency, ambiguity, or conflict between the written text of this Statement of Work (or its associated specifications) and the attached construction drawings, attached as Exhibit A, the provisions, details, dimensions, and specifications set forth in the construction drawings shall govern and prevail.

There are three key phases of work identified, as follows:

➤ **Phase I: Demolition & Switchgear Modifications**

- De-energize existing Main Switchboard "MSB", modify the 400A main circuit breaker by removing its automatic trip unit, disconnect the main breaker from the internal bus, and isolate the 300A generator input breaker.

➤ **Phase II: Equipment Installation & Feeder Routing**

- Wall-mount the new transfer switch in the T1 Electrical Room, intercept and extend utility feeder conductors to the transfer switch, and route return distribution feeds and emergency generator connections back to the main switchboard.

➤ **Phase III: Raceways, Wiring & Material Standards**

- Install Rigid Galvanized Steel (RGS) and EMT raceways, pull THHN/THWN stranded copper conductors with insulated grounding, and apply code-compliant watertight mastic seals at all enclosure penetrations.

- **Shutdowns & Temporary Power:** Contractor shall coordinate all work, installation timelines, and required facility power shutdowns in advance with MTD's designated primary point of contact. Temporary power generation during the transition, if required, shall be coordinated prior to execution.
- **Labeling & Documentation:** Update existing switchboard directories to accurately reflect the modified circuit configurations, including clear indications of power source locations. Provide code-compliant short circuit, arc flash, and equipment labeling on all modified panels and the new transfer switch.
- **Testing & Commissioning:** Perform full mechanical and electrical testing of the manual transfer switch operation, including phase rotation checks, generator auto-start signaling (if applicable), and load transfer verification prior to final energization and acceptance.
- **Site Restoration & Cleanup:** Contractor shall keep the work site clean and safe at all times, repair any incidental damage to MTD infrastructure and dispose of all demolished switchgear components and debris off-site at their own expense.

C. Project Deliverables & Acceptance

- **Photographic Documentation:** A minimum of 20 clear photographs documenting key phases of execution—including de-energized switchboard modifications, lug installations, conduit runs, transfer switch mounting, and final labeling—must be submitted prior to final payment.

- **Inspection Period:** Allow up to ten (10) full calendar days after completion for MTD staff inspection, testing, and operational verification.
- **Final Acceptance:** Acceptance shall occur when it is determined by MTD that all items, services, work or systems provided are in compliance with the statement of work. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor and final payment.
- **Warranty:** A minimum 3-year full performance guarantee and warranty on all installed equipment and workmanship commencing upon final acceptance by MTD.
- **Taxes:** MTD is exempt from the payment of Federal Excise and Transportation taxes. However, MTD is subject to applicable California Sales Tax for Santa Barbara County (9.25%) which must be included in the Contractor's bid price and shall be identified and included on the Contractor's invoice.
- **Permits & Testing:** Contractor shall NOT include the cost of local agency permits in any price bid as MTD will pay them directly to the City of Santa Barbara or will reimburse the Contractor, whichever is applicable at the time. MTD will also arrange, and bear costs of, structural tests and special inspections if required by the applicable building code.
- **Payment:** Contractor shall submit invoice to MTD upon completion of the Project. Payment from MTD shall be made to Contractor no later than thirty (30) days after acceptance by MTD and receipt of a valid invoice, which shall be sent to: Accounts Payable at AP@sbmtd.gov. Invoice shall reference the issued Purchase Order.
- **Schedule:** Contractor shall commence performance upon receipt of an MTD-issued Notice to Proceed (NTP) and all work on this project shall be completed within 30 days of NTP.

D. Wage Rate Regulation

This project is governed by both State and Federal prevailing wage requirements. The Contractor and all subcontractors must pay employees the higher per diem wage rate (including fringe benefits) between the California Department of Industrial Relations (DIR) determination for Santa Barbara County and the Federal Davis-Bacon Act wage determination for each respective trade.

MTD has the right to make no payments to Contractor without evidence that prevailing wages have been paid covering the same time span as the invoice.

E. Federal Terms

This project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in Federal Transit Administration: Contract Provisions as issued with the Invitation for Bids for Generator Transfer Switch Install (IFB) and attached to any awarded contract.

These terms include, but are not limited to the Build America, Buy America Act (BABA), requiring all iron, steel, manufactured products, and construction materials to be produced in the United States, and Davis-Bacon and Related Acts requiring all laborers and mechanics employed or working upon the site to be paid not less often than once a week, with wages and benefits at rates not less than those contained in the wage determination of the Secretary of Labor.

F. Public Works

MTD is an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code, and thus this project is subject to the State of California Provisions for Public Works Projects, which the Contractor acknowledged prior to contract, as issued with the Invitation for Bids for Generator Transfer Switch Install (IFB).

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). No contractor or subcontractor may engage in the performance of any contract for public work unless currently registered with the DIR.

Contractor shall pay not less than the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for Santa Barbara. Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. A copy of said wage rates is on file at MTD and is available from the State of California Department of Industrial Relations web site: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

G. Bonding

Contractor shall obtain performance and payment bonds each with the penal amount equal to 100 percent of the original contract price. MTD may require additional bond protection if the contract price is increased. The increase in protection shall equal 100 percent of the increase in contract price. *Performance and payment bonds are not required for bids under \$25,000.*

H. Insurance

Contractor and all subcontractors shall, as a condition of payment, have active and compliant insurance certificates on file with MTD. Insurance certificates and renewals may be submitted electronically from broker/agent to insurance@sbmtd.gov.

18. Insurance Requirements:**a. Contractor's Insurance Representations to MTD.**

i. It is expressly understood and agreed insurance coverages required herein apply to Contractor and any of its Subcontractors or agents and:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

C. shall be required of all subcontractors. Contractor shall ensure that all subcontractors, at all tiers, maintain the same insurance coverages and limits required of the Contractor under this Agreement. Contractor shall be responsible for any and all gaps in subcontractor insurance coverage and for any failure by a subcontractor to comply with these requirements.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain

no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insurance shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.

iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$3,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000

iv. Required Endorsements.

- A. Additional Insured status as required in 18(b)(vii), above.
- B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
- D. Primary Liability, as required in 18(b)(ix), above.
- E. Waiver of Subrogation, as required in 18(b)(viii), above.
- F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD.

d. **Auto Liability Insurance.**

- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
- iv. Required Endorsements.

- A. Additional Insured status as required in 18(b)(vii), above.
- B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- C. Waiver of Subrogation, as required in 18(b)(viii), above.

e. **Workers' Compensation/Employer's Liability Insurance.**

- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims.

Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.

ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:

- A. Workers' Compensation: Statutory limits
- B. Employer's Liability: \$1,000,000 each accident and disease.

iii. Required Endorsements.

- A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
- B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. **Other Insurance**. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.

End of Statement of Work Text (see attached Exhibit A: Drawings)



Invitation for Bids
for
Generator Transfer Switch Install

Attachment 3
MTD Purchase Order Terms & Conditions

July 27, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

MTD PURCHASE ORDER TERMS AND CONDITIONS

1. Qualifications. Contractor or Contractor's representative (hereinafter, collectively, "Contractor") certifies that Contractor (1) is qualified to do business and is in good standing in the State of California, (2) has never been restricted or debarred from state or federal contracting, and (3) has authority to enter into and perform its obligations under this Purchase Order, which constitutes a valid and binding obligation of Contractor.
2. Prohibited Interest. The parties hereto covenant and agree that no Board member, officer, or employee of MTD, during his/her tenure as such and for one year thereafter, has any interest, whether contractual, financial or otherwise, in this Purchase Order transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.
3. Compliance with Laws and Regulations. Contractor warrants that in the performance of work and/or services under this Purchase Order it will comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.
4. Delivery & Freight. Any item provided under this purchase order shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. All freight and delivery charges shall already have been included in the Contractor's purchase order price and shall not be paid otherwise by MTD.
5. Title & Risk of Loss. The Contractor shall have title to and bear the risk of any loss of or damage to any item provided hereunder until it is safely delivered and/or installed or otherwise set up for usage by MTD. Upon such safe delivery and applicable installation/setup, title shall pass from the Contractor to MTD, and the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from the Contractor's negligence. Such passing of title shall not, however, constitute acceptance of any item by MTD. The Contractor shall further warrant that the title to any item provided hereunder is free from all claims, encumbrances and liens.
6. Acceptance. All items, devices, services, work or systems to be furnished by the Contractor pursuant to this purchase order shall be subject to acceptance by MTD. MTD shall inspect such deliverables no later than fourteen (14) calendar days after said deliverables have been received, and, if applicable installed or otherwise set up for usage by MTD. Acceptance shall occur when it is determined by MTD that all items, devices, services, work or systems provided pursuant to this purchase order are in full compliance with this purchase order and any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.
7. Damage or Loss. All losses or damage arising from circumstances, either natural or artificial, foreseeable or unforeseeable, which may be encountered by the Contractor during performance under this Purchase Order, shall be borne solely by the Contractor. This provision shall also apply to losses or damage resulting from any act or omission on the part of the Contractor or any agent or person employed by or working for or with the Contractor.
8. Infringement of Patents. The Contractor agrees that it will, at its own expense, defend all suits and proceedings instituted against MTD and pay any award of damages assessed against MTD in such suits or proceedings, insofar as the same are based upon any claim that Contractor's items, devices, services, work, systems, or any part thereof, or any tool or process used in or for performance of this purchase order, constitutes an infringement of any legal United States copyright or patent. MTD agrees that it will give the Contractor prompt notice in writing of the institution of any such suit or proceeding and will permit the Contractor through any counsel reasonably agreed to by MTD to defend the same and will give Contractor information, reasonable assistance and authority necessary for the Contractor to do so. Contractor may settle any such litigation at its sole cost. If anything provided to MTD under this purchase order is held to constitute infringement and use of same is enjoined, the Contractor shall, at its own expense and at its option, either procure for MTD the right to continue using the infringing item, or replace same with a non-infringing similar item, or modify the item so it becomes non-infringing.
9. Warranty. Contractor warrants to MTD that, after MTD's full acceptance of items, services, or work under this Purchase Order, each shall conform with the requirements hereof and be free of defects. The rights of MTD hereunder are in addition to, and not limited by, the Contractor's standard warranties, if any. Acceptance of items, services, or work hereunder by MTD, or payment therefor, shall not relieve the Contractor of its obligations under this Purchase Order or any other warranty, whether express or implied.
10. Breach. In the event of a breach of any of these terms and conditions by Contractor, MTD shall have all remedies provided at law or in equity, which remedies shall be cumulative, and the election of one remedy shall not preclude MTD's pursuit of another. If a Contractor breach is determined by MTD to have been willful, the procurement officer shall be entitled to preclude the Contractor from further contracts with MTD. MTD shall at all times retain the right to terminate the contract upon any breach or failure to perform thereof by the Contractor, if such breach or failure remains uncured for ten (10) days following written notice thereof to the Contractor.
11. FTA funds. If this contract involves Federal Transit Administration ("FTA") funds in excess of Ten Thousand Dollars (\$10,000), the Contractor hereby acknowledges this Purchase Order is subject to FTA Contract Provisions; as attached, that include terms and conditions for Energy Conservation; Civil Rights and Equal Employment Opportunity; Federal Changes; No Government Obligation; Program Fraud; Disadvantaged Business Enterprise (DBE) Program; Incorporation of FTA Terms; Telecommunications and Video Surveillance Services; Safe Operation of Motor Vehicles; and Access to Records and Reports where MTD, the FTA, the U.S. Comptroller General and duly authorized representatives of each shall have access to the Contractor's records directly pertaining to this purchase order. Such records shall be maintained for three (3) years after all pending purchase order and contract matters with MTD have been closed.
12. Indemnification. The Contractor hereby covenants and agrees to defend, indemnify and hold MTD harmless from any and all claims, actions, damages, costs or liabilities, including attorney's fees, expert fees and court costs, arising from the negligence or wrongful act or omission of Contractor. Included, without limitation, in the scope of the foregoing indemnification obligation is Contractor's obligation to maintain full insurance coverage for commercial general liability, worker's compensation, and auto liability policies in the amount of at least \$1,000,000 per claim. MTD reserves the right to require submittal of a certificate of insurance naming MTD as additional insured.
13. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, with the consent of the non-assigning party, the obligations and burdens of a party under this purchase order shall bind and apply to any permitted successor-in-interest or assignee of the business and/or operations of an assigning party.
14. Dispute resolution. Any dispute hereunder is subject to alternative dispute resolution ("ADR"). The general manager or procurement officer of the MTD is hereby authorized to settle or resolve any dispute, provided agreement can be obtained from Contractor. Failing such agreement, within a reasonable time after the dispute arises, the parties must first pursue mediation, and *binding* arbitration thereafter consistent with the ADR policy
15. Termination. Notwithstanding any other provision hereof to the contrary, MTD reserves the right to terminate this contract for any reason, at any time, upon thirty (30) days advance notice to the Contractor. Upon such notice of termination (other than for a breach hereof by Contractor), MTD shall accept all goods and/or services tendered to the date of such notice and shall also pay the Contractor all costs reasonably incurred by the Contractor in the supplying of goods or in the rendering of services prior to the notice of termination.
16. Attorney Fees and Costs. In the event of a controversy (including, but not limited to, mediation or arbitration) between the parties with respect to the interpretation, enforcement or termination of this purchase order, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the arbitrator may deem appropriate, full reimbursement for its costs and reasonable attorney's fees incurred therein.
17. Master Agreement. Contractor understands and agrees that any Master Agreement between MTD and Contractor related to this transaction will control and supersede these terms and conditions, if any are in conflict with the terms and conditions of an applicable Master Agreement.



Invitation for Bids
for
Generator Transfer Switch Install

Attachment 4
State of California Provisions for Public Works Projects

July 27, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

State of California Provisions For Public Works Projects

Last Updated January 20, 2026

The terms and conditions of the [California Public Contract Code](#) and the [California Labor Code](#) are incorporated into the agreement between the Santa Barbara Metropolitan Transit District (MTD) and the Contractor. The information here is provided for reference. In the provisions that follow, “public agency,” “awarding authority,” or similar terms other than “city,” “county,” or “state” shall be the equivalent of using the term “MTD;” and “prime contractor” or similar terms other than “subcontractor” shall be the equivalent to using “Contractor.”

Public Contract Code Provisions – Subcontracting & Contract Clauses

[§4103 \(Rights Limitations\)](#). Nothing in this chapter limits or diminishes any rights or remedies, either legal or equitable, which:

- (a) An original or substituted subcontractor may have against the prime contractor, his or her successors or assigns.
- (b) The state or any county, city, body politic, or public agency may have against the prime contractor, his or her successors or assigns, including the right to take over and complete the contract. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§4104 \(Subcontractor Listing\)](#). Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor’s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor’s license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor’s license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor’s name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid. *(Amended by Stats. 2017, Ch. 28, Sec. 90. (SB 96) Effective June 27, 2017.)*

[§4104.5 \(Receipt of Bids\)](#). (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime, contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term “material change” means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term “bid invitation” shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders. *(Amended by Stats. 2002, Ch. 204, Sec. 1. Effective January 1, 2003.)*

[§4105 \(Subcontractor Listing Circumvention\)](#). Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§4106 \(Contractor Work Qualification\)](#). If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor’s total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

Subcontractor Substitution

[§4107 \(Subcontractor Substitution\)](#). A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor’s bid and at the price specified in the subcontractor’s bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor’s written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor’s request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor’s request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor’s consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor’s request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of “change orders” causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor’s total bid as to which his or her original bid did not designate a subcontractor. *(Amended by Stats. 2009, Ch. 500, Sec. 58. (AB 1059) Effective January 1, 2010.)*

§4107.2 (Carpet Subcontractor). No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

§4107.5 (Subcontractor Listing Error). The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor’s claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor’s claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor’s claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

§4107.7 (Hazmat Subcontractors). If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code. *(Amended by Stats. 2010, Ch. 697, Sec. 43. (SB 189) Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)*

§4108 (Subcontractor Bonding). (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section. *(Amended by Stats. 1991, Ch. 754, Sec. 1.)*

[§4109 \(Emergency Subcontracting\)](#). Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§4110 \(Contractor Violations\)](#). A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§4111 \(CSLB Discipline\)](#). Violation of this chapter by a licensee under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code constitutes grounds for disciplinary action by the Contractors State License Board, in addition to the penalties prescribed in Section 4110. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§4112 \(Contractor Defense\)](#). The failure on the part of a contractor to comply with any provision of this chapter does not constitute a defense to the contractor in any action brought against the contractor by a subcontractor. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§4113 \(Definitions\)](#). As used in this chapter, the word "subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, who contracts directly with the prime contractor.

"Prime contractor" shall mean the contractor who contracts directly with the awarding authority. *(Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

[§7100 \(Acceptance\)](#). Provisions in public works contracts with public entities which provide that acceptance of a payment otherwise due a contractor is a waiver of all claims against the public entity arising out of the work performed under the contract or which condition the right to payment upon submission of a release by the contractor of all claims against the public entity arising out of performance of the public work are against public policy and null and void. This section shall not prohibit a public entity from placing in a public works contract and enforcing a contract provision which provides that payment of undisputed contract amounts is contingent upon the contractor furnishing the public entity with a release of all claims against the public entity arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the contractor from the operation of the release. *(Added by Stats. 1982, Ch. 1120, Sec. 4.)*

[§7101 \(Extra Compensation for Reduction of Plans\)](#). The state or any other public entity in any public works contract awarded to the lowest bidder, may provide for the payment of extra compensation to the contractor for the cost reduction changes in the plans and specifications for the project made pursuant to a proposal submitted by the contractor. The extra compensation to the contractor shall be 50 percent of the net savings in construction costs as determined by the public entity. For projects under the supervision of the Department of Transportation or local or regional transportation entities, the extra compensation to the contractor shall be 60 percent of the net savings, if the cost reduction changes significantly reduce or avoid traffic congestion during construction of the project, in the opinion of the public entity. The contractor may not be required to perform the changes contained in an eligible change proposal submitted in compliance with the provisions of the contract unless the proposal was accepted by the public entity. *(Amended by Stats. 2001, Ch. 166, Sec. 1. Effective January 1, 2002.)*

[§7102 \(Unreasonable Delay\)](#). Contract provisions in construction contracts of public agencies and subcontracts thereunder which limit the contractee's liability to an extension of time for delay for which the contractee is responsible and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties, shall not be construed to preclude the recovery of damages by the contractor or subcontractor.

No public agency may require the waiver, alteration, or limitation of the applicability of this section. Any such waiver, alteration, or limitation is void. This section shall not be construed to void any provision in a construction contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages. *(Amended by Stats. 1987, Ch. 98, Sec. 1.)*

[§7103.5 \(Clayton & Cartwright Acts\)](#). (a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein. *(Added by renumbering Section 7103 (as added by Stats. 1990, Ch. 694) by Stats. 1991, Ch. 1091, Sec. 121.)*

[§7104 \(Digging\)](#). Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the local public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. *(Amended by Stats. 2006, Ch. 183, Sec. 1. Effective January 1, 2007.)*

[§7105 \(Acts of God\)](#). (a) Construction contracts of public agencies shall not require the contractor to be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the awarding authority. However, contracts may include provisions for terminating the contract. The requirements of this section shall not be mandatory as to construction contracts financed by revenue bonds. This section shall not prohibit a public agency from requiring that a contractor obtain insurance to indemnify the public agency for any damage to the work caused by an act of God if the

insurance premium is a separate bid item. If insurance is required, requests for bids issued by public agencies shall set forth the amount of the work to be covered and the contract resulting from the requests for bids shall require that the contractor furnish evidence of satisfactory insurance coverage to the public agency prior to execution of the contract.

(b) For the purposes of this section:

(1) "Public agency" shall include the state, the Regents of the University of California, a city, county, district, public authority, public agency, municipal utility, and any other political subdivision or public corporation of the state.

(2) "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

(c) Public agencies may make changes in construction contracts for public improvements in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the contract has been awarded or entered into. The contractor shall be paid for the changes in accordance with the provisions of the contract governing payment for changes in the work or, if no provisions are set forth in the contract, payment shall be as agreed to by the parties.

(d) (1) Where authority to contract is vested in any public agency, excluding the state, the authority shall include the power, by mutual consent of the contracting parties, to terminate, amend, or modify any contract within the scope of such authority.

(2) Paragraph (1) shall not apply to contracts entered into pursuant to any statute expressly requiring that contracts be let or awarded on the basis of competitive bids. Contracts of public agencies, excluding the state, required to be let or awarded on the basis of competitive bids pursuant to any statute may be terminated, amended, or modified only if the termination, amendment, or modification is so provided in the contract or is authorized under provision of law other than this subdivision. The compensation payable, if any, for amendments and modifications shall be determined as provided in the contract. The compensation payable, if any, in the event the contract is so terminated shall be determined as provided in the contract or applicable statutory provision providing for the termination.

(3) Contracts of public agencies may include provisions for termination for environmental considerations at the discretion of the public agencies. *(Added by renumbering Section 7104 (as added by Stats. 1990, Ch. 694) by Stats. 1991, Ch. 1091, Sec. 122.)*

Noncollusion Certification

§7106 (Non Collusion). Every bid on every public works contract of a public entity shall include a declaration under penalty of perjury under the laws of the State of California, in the following form: **NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID** The undersigned declares:

I am the ____ of ____, the party making the foregoing bid.

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

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

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

(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

§7107 (Payment Retention). (a) This section is applicable with respect to all contracts entered into on or after January 1, 1993, relating to the construction of any public work of improvement.

(b) The retention proceeds withheld from any payment by the public entity from the original contractor, or by the original contractor from any subcontractor, shall be subject to this section.

(c) Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released. In the event of a dispute between the public entity and the original contractor, the public entity may

withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this subdivision, "completion" means any of the following:

(1) The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

(2) The acceptance by the public agency, or its agent, of the work of improvement.

(3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.

(4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

(d) Subject to subdivision (e), within seven days from the time that all or any portion of the retention proceeds are received by the original contractor, the original contractor shall pay each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by the original contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

(e) The original contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

(f) In the event that retention payments are not made within the time periods required by this section, the public entity or original contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

(g) If a state agency retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to Section 10261, the state agency shall distribute undisputed retention proceeds in accordance with subdivision (c). However, notwithstanding subdivision (c), if a state agency retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the state agency shall have 90 days in which to release undisputed retentions.

(h) Any attempted waiver of the provisions of this section shall be void as against the public policy of this state. *(Amended by Stats. 1998, Ch. 857, Sec. 3. Effective January 1, 1999.)*

§7109 (Graffiti). (a) For purposes of this section:

(1) "Antigraffiti technology" means landscaping, paint, or other covering resistant to graffiti, or other procedures to deter graffiti.

(2) "Graffiti" means any unauthorized inscription, work, figure, or design that is marked, etched, scratched, drawn, or painted on any structural component of any building, structure, or other facility regardless of its content or nature and regardless of the nature of the material of the structural component.

(3) "Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(b) If a public entity determines that a project may be vulnerable to graffiti and the public entity will be awarding a public works contract after January 1, 1996, for that project, it is the intent of the Legislature that the public entity may do one or more of the following:

(1) Include a provision in the public works contract that specifies requirements for antigraffiti technology in the plans and specifications for the project.

(2) Establish a method to finance a graffiti abatement program.

(3) Establish a program to deter graffiti. *(Added by Stats. 1994, Ch. 504, Sec. 1. Effective January 1, 1995.)*

§7200 (Retention Maximum). (a) (1) This section shall apply with respect to all contracts entered into on or after January 1, 1999, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder, relating to the construction of any public work of improvement.

(b) In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the contract between the public entity and the original contractor.

(c) When a performance and payment bond is required in the solicitation for bids, subdivision (b) shall not apply to either of the following:

(1) The original contractor, if the subcontractor fails or refuses to provide a performance and payment bond, issued by an admitted surety insurer, to the original contractor.

(2) The subcontractor, if a subcontractor thereunder fails or refuses to provide a performance and payment bond, issued by an admitted surety insurer, to the subcontractor.

(d) No party identified in subdivision (b) shall require any other party to waive any provision of this section.

(e) In the event that the contractor elects to substitute securities in lieu of retentions, the contractor may withhold from his or her subcontractors, who have not elected to substitute securities in lieu of retentions, the amount of retentions that would have otherwise been withheld. *(Added by Stats. 1998, Ch. 857, Sec. 4. Effective January 1, 1999.)*

§7201 (Retention 5% Maximum). (a) (1) This section shall apply with respect to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder, relating to the construction of any public work of improvement.

(2) Under no circumstances shall any provision of this section be construed to limit the ability of any public entity to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in subdivision (c) of Section 7107. In the event of a good faith dispute, nothing in this section shall be construed to require a public entity to pay for work that is not approved or accepted in accordance with the proper plans or specifications.

(3) For purposes of this section, “public entity” means the state, including every state agency, office, department, division, bureau, board, or commission, the California State University, the University of California, a city, county, city and county, including charter cities and charter counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) (1) The retention proceeds withheld from any payment by a public entity from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder shall not exceed 5 percent of the payment. In no event shall the total retention proceeds withheld exceed 5 percent of the contract price. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the public entity and the original contractor.

(2) This subdivision shall not apply if the contractor provides written notice to the subcontractor, pursuant to subdivision (c) of Section 4108, prior to, or at, the time that the bid is requested, that bonds shall be required, and the subcontractor subsequently is unable or refuses to furnish to the contractor a performance and payment bond issued by an admitted surety insurer.

(3) Notwithstanding any other provision of this subdivision, the retention proceeds withheld from any payment by an awarding entity set forth in paragraphs (1) to (5), inclusive, of subdivision (a) of Section 10106, from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder, may exceed 5 percent on specific projects where the director of the department has made a finding prior to the bid that the project is substantially complex and therefore requires a higher retention amount than 5 percent and the department includes in the bid documents details explaining the basis for the finding and the actual retention amount. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the department and the original contractor.

(4) Notwithstanding any other provision of this subdivision, the retention proceeds withheld from any payment by the awarding entity of a city, county, city and county, including charter cities and charter counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency, from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder, may exceed 5 percent on specific projects where the governing body of the public entity or designee, including, but not limited to, a general manager or other director of an appropriate department, has approved a finding, on a project by project basis, during a properly noticed and normally scheduled public hearing and prior to bid that the project is substantially complex and therefore requires a higher retention amount than 5 percent and the awarding entity includes in the bid documents details explaining the basis for the finding and the actual retention amount. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the department and the original contractor.

(5) Any finding by a public entity that a project is substantially complex shall include a description of the specific project and why it is a unique project that is not regularly, customarily, or routinely performed by the agency or licensed contractors.

(c) A party identified in subdivision (a) shall not require any other party to waive any provision of this section. *(Amended by Stats. 2022, Ch. 121, Sec. 1. (AB 2173) Effective January 1, 2023.)*

§7203 (Delay Damages). (a) A public works contract entered into on or after January 1, 2016, that contains a clause that expressly requires a contractor to be responsible for delay damages is not enforceable unless the delay damages have been liquidated to a set amount and identified in the public works contract.

(b) “Delay damages” as used in this section, means damages incurred by the public agency for each day after the date on which the work was to be completed by the contractor pursuant to the public works contract. Delay damages shall not include damages incurred by a public agency after the filing of a notice of completion or, in the absence of a notice of completion, the acceptance by the public agency of the public work as complete.

(c) “Public agency” shall include the state, the Regents of the University of California, a city, charter city, county, charter county, district, public authority, municipal utility, and any other political subdivision or public corporation of the state.

(d) This section shall not be construed to limit a right or remedy that the public agency has to enforce the express terms of the public works contract, except for a clause that expressly requires a contractor to be liable for delay damages.

(e) This section shall not be construed to preclude a public agency from including more than one clause for delay damages for specified portions of work when the delay damages have been liquidated to a set amount for each individual clause and identified in the public works contract.

(f) This section shall not apply to departments identified in Section 10106. *(Added by Stats. 2015, Ch. 434, Sec. 2. (AB 552) Effective January 1, 2016.)*

California Labor Code Provisions – Wages, Working Hours

Determination of Prevailing Rates

§1770 (DIR). 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 worker employed on public work. This chapter does not permit any overtime work in violation of Article 3. *(Amended by Stats. 2017, Ch. 28, Sec. 17. (SB 96) Effective June 27, 2017.)*

Payment of Prevailing Rates

§1771 (Prevailing Wages). Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work. *(Amended by Stats. 1981, Ch. 449, Sec. 1.)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors State License Board, the address of the site of the public work.

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

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

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

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

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

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

(o) Awarding authorities shall annually submit to the Department of Industrial Relations' electronic project registration database a list of contractors that are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project, pursuant to local debarment or suspension processes. The electronic database list shall contain the name of the contractor, the Contractors State License Board license number of the contractor, the specific jurisdiction where the debarment or suspension applies, and the effective period of debarment or suspension of the contractor. The electronic database list shall be updated at least annually. The department shall make the lists provided by awarding authorities available to the public through its project registration database, but shall have no responsibility for verifying or ensuring the accuracy of the information provided by awarding authorities, and shall have no liability in any respect with regard to such lists. *(Amended by Stats. 2023, Ch. 465, Sec. 1. (AB 1121) Effective January 1, 2024.)*

[§1771.15 \(Registration Requirement and Penalty\)](#). (a) A contractor or subcontractor shall not be qualified to be awarded contracts for, or engage in the performance of, any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6, unless currently registered and qualified to perform work pursuant to Section 1725.6.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and contracts for any work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or for any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform work pursuant to Section 1725.6.

(c) The department shall maintain on its internet website a list of contractors who are currently registered to perform work pursuant to Section 1725.6.

(d) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or a contract for work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 shall not be unlawful, void, or voidable solely due to the failure of the developer, development proponent, contractor, or any subcontractor to comply with the requirements of Section 1725.6 or this section.

(e) If the Labor Commissioner or their designee determines that a contractor or subcontractor engaged in the performance of any a contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 without having been registered in accordance with Section 1725.6, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars

(\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.6.

(f) (1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any work in violation of the requirements of Section 1725.6 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter and of the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code and the statutes that require registration pursuant to Section 1725.6 and include prevailing wage or skilled and trained workforce requirements.

(3) A higher tiered contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.6 due to the revocation of a previously approved registration.

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

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

(h) (1) Where a contractor or subcontractor engages in the performance of any contract for work on projects or developments subject to the requirements of Section 65852.24, 65912.130, 65912.131, 65913.4, or 65913.16 of the Government Code or any contract for work on projects or developments where a statute or regulation requires registration pursuant to Section 1725.6 without having been registered in violation of the requirements of Section 1725.6 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on the project or development until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the project or development.

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

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

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the project or development and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors State License Board, the address of the site of the project or development.

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

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at their regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

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

(j) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section. (Amended by Stats. 2024, Ch. 52, Sec. 25. (AB 171) Effective July 2, 2024.)

[§1771.2 \(Action by the Courts\).](#) (a) A joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) may bring an action in any court of competent jurisdiction against an employer that fails to pay the prevailing wage to its employees, as required by this article, or that fails to provide payroll records as required by Section 1776. This action shall be commenced not later than 18 months after the filing of a valid notice of completion in the office of the county recorder in each county in which the public work or some part thereof was performed, or not later than 18 months after acceptance of the public work, whichever occurs last.

(b) (1) In an action brought pursuant to this section, the court shall award restitution to an employee for unpaid wages, plus interest, under Section 3289 of the Civil Code from the date that the wages became due and payable, and liquidated damages equal to the amount of unpaid wages owed, and may impose civil penalties, only against an employer that failed to pay the prevailing wage to its employees, in accordance with Section 1775, injunctive relief, or any other appropriate form of equitable relief. The court shall follow the same standards and have the same discretion in setting the amount of penalties as are provided by subdivision (a) of Section 1775. The court shall award a prevailing joint labor-management committee its reasonable attorney's fees and costs incurred in maintaining the action, including expert witness fees.

(2) An action pursuant to this section shall not be based on the employer's misclassification of the craft of a worker in its certified payroll records.

(3) Liquidated damages shall be awarded only if the complaint alleges with specificity the wages due and unpaid to the individual workers, including how that amount was calculated, and the defendant fails to pay the wages, deposit that amount with the court to be held in escrow, or provide proof to the court of an adequate surety bond to cover the wages, within 60 days of service of the complaint. Liquidated damages shall be awarded only on the wages found to be due and unpaid. Additionally, if the defendant demonstrates to the satisfaction of the court that the defendant had substantial grounds for contesting that a portion of the allegedly unpaid wages were owed, the court may exercise its discretion to waive the payment of the liquidated damages with respect to that portion of the unpaid wages.

(4) This subdivision does not limit any other available remedies for a violation of this chapter. *(Amended by Stats. 2018, Ch. 682, Sec. 1. (AB 3231) Effective January 1, 2019.)*

[§1771.4 \(Furnish Records\).](#) (a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) (A) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(i) At least monthly or more frequently if specified in the contract with the awarding body. For purposes of this clause, "monthly" means that a submission of records shall be made at least once every 30 days while work is being performed on the project and within 30 days after the final day of work performed on the project.

(ii) In an electronic format, in the manner prescribed by the Labor Commissioner, on the department's internet website.

(B) A contractor or subcontractor who fails to furnish records pursuant to subparagraph (A), relating to its employees, shall be subject to a penalty by the Labor Commissioner of one hundred dollars (\$100) per each day in which the party was in violation of subparagraph (A), not to exceed a total penalty of five thousand dollars (\$5,000) per project. Penalties received pursuant to this paragraph shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(C) The Labor Commissioner shall not levy a penalty pursuant to subparagraph (B) until a contractor or subcontractor fails to furnish the records pursuant to subparagraph (A) 14 days after the requirement set forth in clause (i) of subparagraph (A).

(D) Penalties pursuant to subparagraph (B) may only accrue to the actual contractor or subcontractor who failed to furnish the records pursuant to subparagraph (A).

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

(e) (1) No later than July 1, 2024, the department shall develop and implement an online database of electronic certified payroll records submitted pursuant to this section.

(2) The online database created pursuant to paragraph (1) shall only be accessible to multiemployer Taft-Hartley trust funds (29 U.S.C. Sec. 186(c)) and joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a).

(3) Electronic certified payroll records included in the online database created pursuant to paragraph (1) shall only contain nonredacted information pursuant to subdivision (e) of Section 1776 that may be provided to multiemployer Taft-Hartley trust funds (29 U.S.C. Sec. 186(c)) and joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) under applicable law. *(Amended by Stats. 2023, Ch. 131, Sec. 139. (AB 1754) Effective January 1, 2024.)*

Senate Bill 854 (Chapter 28, Statutes of 2014) Compliance

[§1771.5 \(Labor Compliance Program\)](#). (a) Notwithstanding Section 1771, an awarding body may choose not to require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body has elected to initiate and has been approved by the Director of Industrial Relations to enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body.

(b) For purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A prejob conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(7) The awarding body shall comply with any other prevailing wage monitoring and enforcement activities that are required to be conducted by labor compliance programs by the Department of Industrial Relations.

(c) For purposes of this chapter, "labor compliance program" means a labor compliance program that is approved, as specified in state regulations, by the Director of Industrial Relations.

(d) For purposes of this chapter, the Director of Industrial Relations may revoke the approval of a labor compliance program in the manner specified in state regulations. *(Amended by Stats. 2014, Ch. 28, Sec. 67. (SB 854) Effective June 20, 2014.)*

[§1771.6 \(Withholding Wages\)](#). (a) Any awarding body that enforces this chapter in accordance with Section 1726 or 1771.5 shall provide notice of the withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments.

The awarding body shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body.

(b) The withholding of contract payments in accordance with Section 1726 or 1771.5 shall be reviewable under Section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner under this chapter. If review is requested, the Labor Commissioner may intervene to represent the awarding body.

(c) Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the awarding body shall not disburse any contract payments withheld.

(d) From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers.

(e) Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the awarding body that has enforced this chapter pursuant to Section 1771.5. *(Repealed and added by Stats. 2000, Ch. 954, Sec. 16. Effective January 1, 2001. Operative July 1, 2001, by Sec. 21 of Ch. 954.)*

§1772 (Employed Upon Public Work). Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work. *(Amended by Stats. 1992, Ch. 1342, Sec. 7. Effective January 1, 1993.)*

§1773 (Determining Rates). The body awarding any contract for public work, or otherwise undertaking any public work, shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the public work is to be performed for each craft, classification, or type of worker needed to execute the contract from the Director of Industrial Relations. The holidays upon which those rates shall be paid need not be specified by the awarding body, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

In determining the rates, the Director of Industrial Relations shall ascertain and consider the applicable wage rates established by collective bargaining agreements and the rates that may have been predetermined for federal public works, within the locality and in the nearest labor market area. Where the rates do not constitute the rates actually prevailing in the locality, the director shall obtain and consider further data from the labor organizations and employers or employer associations concerned, including the recognized collective bargaining representatives for the particular craft, classification, or type of work involved. The rate fixed for each craft, classification, or type of work shall be not less than the prevailing rate paid in the craft, classification, or type of work.

If the director determines that the rate of prevailing wage for any craft, classification, or type of worker is the rate established by a collective bargaining agreement, the director may adopt that rate by reference as provided for in the collective bargaining agreement and that determination shall be effective for the life of the agreement or until the director determines that another rate should be adopted. *(Amended by Stats. 1999, Ch. 30, Sec. 1. Effective January 1, 2000.)*

§1773.1 (Per Diem Wages). (a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:

- (1) Health and welfare.
- (2) Pension.
- (3) Vacation.
- (4) Travel.
- (5) Subsistence.
- (6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.
- (7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.
- (8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are made pursuant to a collective bargaining agreement to which the employer is obligated.

- (9) Other purposes similar to those specified in paragraphs (1) to (5), inclusive; or other purposes similar to those specified in paragraphs (6) to (8), inclusive, if the payments are made pursuant to a collective bargaining agreement to which the employer is obligated.
- (b) Employer payments include all of the following:
- (1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.
 - (2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.
 - (3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.
- (c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), or for payments for industry advancement and collective bargaining agreement administrative fees if those payments are not made pursuant to a collective bargaining agreement to which the employer is obligated. Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:
- (1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.
 - (2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director's general prevailing wage determination.
 - (3) The employer payment contribution is irrevocable unless made in error.
- (d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.
- (e) (1) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following circumstances exist:
- (A) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.
 - (B) The higher rate of payments is required by a project labor agreement.
 - (C) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.
- (2) Paragraph (1) shall apply to all employer payments not made directly to the worker, regardless of whether any contributions are made or benefits are provided with respect to private construction, with the exception of contributions to defined contribution pension plans that provide for both immediate participation and essentially immediate vesting. An employer may take full credit for the hourly amounts contributed to those defined contribution pension plans for public works projects even if the employer contributes at a lower rate or does not make contributions to private construction. For purposes of this section, "essentially immediate vesting" means the benefit vests within the first 500 hours worked.
- (3) The employer shall have the burden of demonstrating that the credit for employer payments was properly calculated pursuant to this subdivision. The employer shall, upon the request of the Labor Commissioner, produce records of employee hours and employer payments on private construction sufficient for the Labor Commissioner to verify that the credit for employer payments was properly calculated on an annualized basis pursuant to this subdivision. The Labor Commissioner may deny the employer credit for the employer payments if those records are not produced.
- (f) Any exemptions to the annualization requirements of subdivision (e) issued by the director prior to January 1, 2026, are revoked.
- (g) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

(2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed.

(3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct. *(Amended by Stats. 2025, Ch. 626, Sec. 2. (AB 889) Effective January 1, 2026.)*

[§1773.2 \(Post Wages at Job Site\)](#). The body awarding any contract for public work, or otherwise undertaking any public work, shall specify in the call for bids for the contract, and in the bid specifications and in the contract itself, what the general rate of per diem wages is for each craft, classification, or type of worker needed to execute the contract. In lieu of specifying the rate of wages in the call for bids, and in the bid specifications and in the contract itself, the awarding body may, in the call for bids, bid specifications, and contract, include a statement that copies of the prevailing rate of per diem wages are on file at its principal office, which shall be made available to any interested party on request. The awarding body shall also cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site. *(Amended by Stats. 1992, Ch. 1342, Sec. 8. Effective January 1, 1993.)*

[§1773.4 \(Petition Filing\)](#) Any prospective bidder or his representative, any representative of any craft, classification or type of workman involved, or the awarding body may, within 20 days after commencement of advertising of the call for bids by the awarding body, file with the Director of Industrial Relations a verified petition to review the determination of any such rate or rates upon the ground that they have not been determined in accordance with the provision of Section 1773 of this code. Within two days thereafter, a copy of such petition shall be filed with the awarding body. The petition shall set forth the facts upon which it is based. The Director of Industrial Relations or his authorized representative shall, upon notice to the petitioner, the awarding body and such other persons as he deems proper, including the recognized collective bargaining representatives for the particular crafts, classifications or types of work involved, institute an investigation or hold a hearing. Within 20 days after the filing of such petition, or within such longer period as agreed upon by the director, the awarding body, and all the interested parties, he shall make a determination and transmit the same in writing to the awarding body and to the interested parties.

Such determination shall be final and shall be the determination of the awarding body. Upon receipt by it of the notice of the filing of such petition the body awarding the contract or authorizing the public work shall extend the closing date for the submission of bids or the starting of work until five days after the determination of the general prevailing rates of per diem wages pursuant to this section.

Upon the filing of any such petition, notice thereof shall be set forth in the next and all subsequent publications by the awarding body of the call for bids. No other notice need be given to bidders by the awarding body by publication or otherwise. The determination of the director shall be included in the contract. *(Amended by Stats. 1969, Ch. 301.)*

[§1773.6 \(Change in Prevailing Wage\)](#). If during any quarterly period the Director of Industrial Relations shall determine that there has been a change in any prevailing rate of per diem wages in any locality he or she shall make such change available to the awarding body and his or her determination shall be final. Such determination by the Director of Industrial Relations shall not be effective as to any contract for which the notice to bidders has been published. *(Amended by Stats. 2017, Ch. 28, Sec. 22. (SB 96) Effective June 27, 2017.)*

[§1773.8. \(Lower Taxable Wage\)](#). An increased employer payment contribution that results in a lower taxable wage shall not be considered a violation of the applicable prevailing wage determination so long as all of the following conditions are met:

(a) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(b) The increased employer payment and hourly straight time and overtime wage combined are no less than the general prevailing rate of per diem wages.

(c) The employer payment contribution is irrevocable unless made in error. *(Added by Stats. 2012, Ch. 827, Sec. 2. (AB 2677) Effective January 1, 2013.)*

Prevailing Rate

[§1774 \(Prevailing Rate\)](#). The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. *(Enacted by Stats. 1937, Ch. 90.)*

Prevailing Rate Penalty

[§1775 \(Penalties\)](#). (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. *(Amended by Stats. 2011, Ch. 677, Sec. 1. (AB 551) Effective January 1, 2012.)*

Payroll Records

[§1776 \(Payroll Records\)](#). (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 the contractor or subcontractor 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 that person's 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 the employee's 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 and the Division of Labor Standards Enforcement 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 or the Division of Labor Standards Enforcement. If the request is made through the awarding body and the body is not in possession of the certified payroll records, the awarding body shall obtain those records from the relevant contractor and make them available to the requesting entity. 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.

(4) If an awarding body seeks to obtain payroll records pursuant to paragraph (3), the contractor shall have 10 days to comply following receipt of a written notice requesting the records described in subdivision (a). If the contractor or subcontractor fails to comply within the 10-day period, the awarding body shall notify the Division of Labor Standards Enforcement who may request penalties be withheld from progress payments then due as described in subdivision (h).

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) (1) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(2) Copies of electronic certified payroll records shall not satisfy payroll records requests made by Taft-Hartley trust funds and joint labor-management committees. Any copy of records requested by, and made available for inspection by or furnished to, a Taft-Hartley trust fund or joint labor-management committee shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public

by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, the contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section. *(Amended by Stats. 2025, Ch. 616, Sec. 1. (AB 538) Effective January 1, 2026.)*

§1777 (Violation). Any officer, agent, or representative of the State or of any political subdivision who wilfully violates any provision of this article, and any contractor, or subcontractor, or agent or representative thereof, doing public work who neglects to comply with any provision of section 1776 is guilty of a misdemeanor. *(Enacted by Stats. 1937, Ch. 90.)*

Ineligible Contractors

§1777.1. (Ineligible Contractors). (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to have committed two or more separate willful violations of this chapter within a three-year period, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(c) Whenever a contractor or subcontractor performing a public works project has failed to provide a timely response to a request by the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the awarding body to produce certified payroll records pursuant to Section 1776, the Labor Commissioner shall notify the contractor or subcontractor that, in addition to any other penalties provided by law, the contractor or subcontractor will be subject to debarment under this section if the certified payroll records are not produced within 30 days after receipt of the written notice. If the commissioner finds that the contractor or subcontractor has failed to comply with Section 1776 by that deadline, unless the commissioner finds that the failure to comply was due to circumstances outside the contractor's or subcontractor's control, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year and not more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(d) (1) In the event a contractor or subcontractor is determined by the Labor Commissioner to have knowingly committed a serious violation of any provision of Section 1777.5, the Labor Commissioner may also deny to the contractor or

subcontractor, and to its responsible officers, the right to bid on or to be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(2) The Labor Commissioner shall consider, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating Section 1777.5, all of the following circumstances:

- (A) Whether the violation was intentional.
 - (B) Whether the party has committed other violations of Section 1777.5.
 - (C) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.
 - (D) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.
 - (E) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.
- (e) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or deliberately refuses to comply with its provisions.
- (f) The Labor Commissioner shall publish on the commissioner's Internet Web site a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractors' State License Board license number of the contractor, and the effective period of debarment of the contractor. Contractors shall be added to the list upon issuance of a debarment order and the commissioner shall also notify the Contractors' State License Board when the list is updated. At least annually, the commissioner shall notify awarding bodies of the availability of the list of debarred contractors. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars (\$5,000). The amount paid to the commissioner for the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.
- (g) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.
- (h) For the purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.
- (i) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.
- (j) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.
- (Amended by Stats. 2014, Ch. 297, Sec. 1. (AB 2744) Effective January 1, 2015.)*

State Public Works Apprenticeship Requirements

1777.5. Apprenticeship Program. (a) (1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

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

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director. *(Amended by Stats. 2018, Ch. 704, Sec. 17. (AB 235) Effective September 22, 2018.)*

§1777.6 (Registered Apprentices). An employer or a labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 3077 of this code and Section 12940 of the Government Code. *(Amended by Stats. 2004, Ch. 788, Sec. 15. Effective January 1, 2005.)*

§1777.7 (Violation Penalty). (a) (1) If the Labor Commissioner or his or her designee determines after an investigation that a contractor or subcontractor knowingly violated Section 1777.5, the contractor and any subcontractor responsible for the violation shall forfeit, as a civil penalty to the state or political subdivision on whose behalf the contract is made or awarded, not more than one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Labor Commissioner if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation within a three-year period, if the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance.

(2) In lieu of the penalty provided for in this subdivision, the Labor Commissioner may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d) of Section 1777.5, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) The Labor Commissioner shall consider, in setting the amount of a monetary penalty, all of the following circumstances:

- (1) Whether the violation was intentional.
- (2) Whether the party has committed other violations of Section 1777.5.
- (3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation.
- (4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices.
- (5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs.

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

(2) For purposes of this section, a determination issued pursuant to subdivision (a) or (b) includes a determination that has been approved by the Labor Commissioner and issued by an awarding body that has been authorized to assist the director in the enforcement of Section 1777.5 pursuant to subdivision (p) of that section. The Labor Commissioner may intervene in any proceeding for review of a determination issued by an awarding body. If the involvement of the Labor Commissioner in a labor compliance program enforcement action is limited to a review of the determination and the matter is resolved without litigation by or against the Labor Commissioner or the department, the awarding body shall enforce any applicable penalties, as specified in this section, and shall deposit any penalties and forfeitures collected in the General Fund.

(d) The determination of the Labor Commissioner as to the amount of the penalty imposed under subdivisions (a) and (b) shall be reviewable only for an abuse of discretion.

(e) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor.

(3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due to the subcontractor for work performed on the public works project until the failure is corrected.

(4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(f) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the division of a complaint that a subcontractor on that public works project knowingly violated Section 1777.5.

(g) The interpretation of Section 1777.5 and the substantive requirements of this section applicable to contractors or subcontractors shall be in accordance with the regulations of the California Apprenticeship Council.

(h) The Director of Industrial Relations may adopt regulations to establish guidelines for the imposition of monetary penalties. *(Repealed and added by Stats. 2014, Ch. 297, Sec. 3. (AB 2744) Effective January 1, 2015.)*

[§1778 \(Use of Wages\)](#). Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives, or conspires with another to take or receive, for his or her own use or the use of any other person any portion of the wages of any worker or working subcontractor, in connection with services rendered upon any public work is guilty of a felony. *(Amended by Stats. 2017, Ch. 28, Sec. 23. (SB 96) Effective June 27, 2017.)*

[§1779 \(No Fee for Registering\)](#). Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor. *(Enacted by Stats. 1937, Ch. 90.)*

[§1780 \(No Fee for Employment\)](#). Any person acting on behalf of the State or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a worker on public work where the filling of the order for employment involves the charging of a fee, or the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor. *(Amended by Stats. 2017, Ch. 28, Sec. 24. (SB 96) Effective June 27, 2017.)*

Limits on Hours of Work

[§1810 \(Legal Day's Work\)](#). Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party. *(Enacted by Stats. 1937, Ch. 90.)*

[§1811 \(Hours Limitation\)](#). The time of service of any worker employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815. *(Amended by Stats. 2017, Ch. 28, Sec. 25. (SB 96) Effective June 27, 2017.)*

[§1812 \(Hours Records\)](#). Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement. *(Amended by Stats. 1988, Ch. 160, Sec. 123.)*

[§1813 \(Contractor Penalty\)](#). The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted

to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement. *(Amended (as added by Stats. 1997, Ch. 757, Sec. 6) by Stats. 2002, Ch. 28, Sec. 3. Effective January 1, 2003.)*

[§1814 \(Violations\)](#). Any officer, agent, or representative of the State or any political subdivision who violates any provision of this article and any contractor or subcontractor or agent or representative thereof doing public work who neglects to comply with any provision of Section 1812 is guilty of a misdemeanor. *(Added by renumbering Section 1816 by Stats. 1961, Ch. 238.)*

[§1815 \(Overtime Pay\)](#). Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1¹/₂ times the basic rate of pay. *(Amended by Stats. 1963, Ch. 964.)*

End of Public Works Provisions Text

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

LOCALITY: SANTA BARBARA COUNTY

DETERMINATION: STB-2026-1

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#BRICKLAYER:	BRICKLAYER, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		02/22/2026	04/30/2026**	\$52.580	A	\$9.500		\$9.980		\$0.000		\$1.750	B	\$1.050		8.0	C	\$74.860	\$98.820	D	\$98.820	D	\$122.780		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	STONEMASON, MARBLE MASON		02/22/2026	04/30/2026**	\$52.580	A	\$9.500		\$9.980		\$0.000		\$1.750	B	\$0.650		8.0	C	\$74.460	\$98.420	D	\$98.420	D	\$122.380		Holidays	Scope of Work	Travel & Subsistence
#BRICKLAYER:	MASON FINISHER		02/22/2026	04/30/2026**	\$47.320	A	\$9.250		\$9.830		\$0.000		\$1.180	B	\$0.650		8.0	C	\$68.230	\$89.790	D	\$89.790	D	\$111.350		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER		E	08/22/2025	06/30/2026*	\$43.430		\$9.550		\$9.820	E	\$4.400	G	\$0.800		\$0.450		8.0	C	\$68.450	\$90.170		\$90.170		\$111.880		Holidays	Scope of Work	Travel & Subsistence
#BRICK TENDER	FORKLIFT OPERATOR		08/22/2025	06/30/2026*	\$43.880		\$9.550		\$9.820	F	\$4.400	G	\$0.800		\$0.450		8.0	C	\$68.900	\$90.840		\$90.840		\$112.780		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM,	RESILIENT TILE LAYER		02/22/2026	04/30/2026*	\$46.850	H	\$10.380		\$6.550		\$2.680		\$0.730		\$0.320		8.0		\$67.510	\$90.930		\$90.930	I	\$114.360		Holidays	Scope of Work	Travel & Subsistence
CARPET, LINOLEUM,	MATERIAL HANDLER	J	02/22/2026	04/30/2026*	\$18.740	H	\$10.380		\$2.340		\$1.180		\$0.730		\$0.320		8.0		\$33.690	\$43.060		\$43.060	K	\$52.430		Holidays	Scope of Work	Travel & Subsistence
#DRYWALL FINISHER			08/22/2025	08/31/2026*	\$51.330	H	\$9.200		\$12.080		\$6.070		\$0.920		\$1.220		8.0		\$80.820	\$106.490		\$106.490	L	\$132.150		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN		02/22/2026	05/31/2026*	\$54.610	M	\$13.620		\$8.900	N	\$0.000		\$1.000		\$0.800	Q	8.0		\$80.570	\$120.870	P	\$120.870	P	\$161.140	Q	Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	CABLE SPLICER		02/22/2026	05/31/2026*	\$56.610	M	\$13.620		\$8.900	N	\$0.000		\$1.000		\$0.820	Q	8.0		\$82.650	\$123.980	P	\$123.980	P	\$165.300	Q	Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	SOUND INSTALLER		08/22/2025	11/30/2025*	\$49.730		\$11.400		\$4.000	R	\$0.000		\$0.650		\$0.350	Q	8.0		\$67.620	\$93.240	S	\$93.240	S	\$118.840		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY (018.167-010)	I	02/22/2026	06/30/2026**	\$67.910		\$15.200		\$16.150		\$4.670	G	\$1.300		\$0.150		8.0		\$105.380	\$139.340	S	\$139.340	S	\$173.290		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	INSTRUMENTMAN (018.167-034)	I	02/22/2026	06/30/2026**	\$60.260		\$15.200		\$16.150		\$4.500	G	\$1.300		\$0.150		8.0		\$97.560	\$127.690	S	\$127.690	S	\$157.820		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINSMAN/RODMAN (869.567-010)	I	02/22/2026	06/30/2026**	\$59.680		\$15.200		\$16.150		\$4.450	G	\$1.300		\$0.150		8.0		\$96.930	\$126.770	S	\$126.770	S	\$156.610		Holidays	Scope of Work	Travel & Subsistence
#GLAZIER			08/22/2025	05/31/2026*	\$60.500	U	\$9.600	V	\$15.950		\$0.000	W	\$0.870		\$1.330		8.0		\$88.250	\$116.000	X	\$116.000	X	\$143.750		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER			08/22/2025	05/31/2026**	\$45.560	Y	\$9.250		\$6.020		\$0.000		\$1.380		\$0.550		8.0		\$62.760	\$85.540	Z	\$85.540	AA	\$108.320	AB	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	PAINTER, LEAD ABATEMENT	AC	08/22/2025	06/30/2026**	\$41.340	AD	\$9.200		\$6.040		\$2.990		\$0.750		\$1.210		8.0		\$61.530	\$82.200	AE	\$82.200	AE	\$102.870		Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	IRON AND STEEL	AC	08/22/2025	06/30/2026**	\$43.420	AD	\$9.200		\$6.040		\$3.050		\$0.750		\$1.210		8.0		\$63.670	\$85.380	AE	\$85.380	AE	\$107.090		Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	INDUSTRIAL PAINTER	AC	08/22/2025	06/30/2026**	\$47.320	AD	\$9.200		\$6.040		\$3.350		\$0.850		\$1.210		8.0		\$67.970	\$91.630	AE	\$91.630	AE	\$115.290		Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER JOURNEYMAN (APPLIES ONLY TO PAINT-OVER METHOD)	AF	02/22/2026	01/31/2027**	\$30.450	Y	\$8.000		\$1.120		\$0.750		\$0.100		\$0.250		8.0		\$40.670	\$55.900		\$55.900	AG	\$71.120	AH	Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER 1 (APPLIES ONLY TO PAINT-OVER METHOD)	AI	02/22/2026	01/31/2027**	\$20.950	Y	\$8.000		\$1.120		\$0.750		\$0.100		\$0.250		8.0		\$31.170	\$41.650		\$41.650	AG	\$52.120	AH	Holidays	Scope of Work	Travel & Subsistence
PAINTER:	GRAFFITI REMOVAL WORKER 2 (APPLIES ONLY TO PAINT-OVER METHOD)	AJ	02/22/2026	01/31/2027**	\$21.820	Y	\$8.000		\$1.120		\$0.750		\$0.100		\$0.250		8.0		\$32.040	\$42.950		\$42.950	AG	\$53.860	AH	Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2025	07/31/2026*	\$46.180		\$9.630		\$11.310		\$8.400	AK	\$1.490		\$1.190		8.0	AL	\$78.200	\$101.290	AE	\$101.290	AM	\$124.380		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER		AN	02/22/2026	08/04/2026*	\$48.720		\$9.550		\$11.970		\$5.300	AO	\$1.200		\$0.960		8.0		\$77.700	\$102.060	AP	\$102.060	AQ	\$126.420		Holidays	Scope of Work	Travel & Subsistence
PLASTER TENDER	PLASTER CLEAN-UP LABORER		02/22/2026	08/04/2026*	\$46.170		\$9.550		\$11.970		\$5.300	AO	\$1.200		\$0.960		8.0		\$75.150	\$98.240	AP	\$98.240	AQ	\$121.320		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER		02/22/2026	08/31/2026**	\$61.730	AR	\$9.360		\$14.350	AS	\$0.000	AT	\$3.100		\$1.650	AU	8.0		\$90.190	\$120.080	D	\$120.080	D	\$148.250		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SEWER AND STORM DRAIN PIPELAYER		02/22/2026	08/31/2026**	\$48.840	AR	\$9.250		\$11.500	AS	\$0.000	AT	\$2.830		\$1.650	AU	8.0		\$74.070	\$97.510		\$97.510	AV	\$120.250		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	SEWER AND STORM DRAIN PIPE TRADESMAN	AW	02/22/2026	08/31/2026**	\$24.150	AX	\$9.500		\$0.380		\$0.000		\$1.910		\$1.500	AU	8.0		\$37.440	\$48.540		\$48.540	AV	\$59.640		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	SERVICE AND REPAIR		02/22/2026	08/31/2026**	\$59.850	AR	\$9.360		\$14.040	AS	\$0.000	AT	\$2.430		\$1.650	AU	8.0		\$87.330	\$116.280		\$116.280	AV	\$143.500	AZ	Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE/IRRIGATION FITTER		02/22/2026	08/31/2026**	\$44.750	Y	\$9.360		\$14.350	AS	\$0.000	AT	\$2.490		\$1.450	AU	8.0		\$72.400	\$94.780		\$94.780	AV	\$115.700		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE/IRRIGATION TRADESMAN	BA	02/22/2026	08/31/2026**	\$21.460	Y	\$3.000		\$1.160	AS	\$0.000		\$0.100		\$1.250	AU	8.0		\$26.970	\$37.700		\$37.700	AV	\$48.430		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	REFRIGERATION SERVICE HVACR		08/22/2025	08/30/2026**	\$53.810	H	\$9.360		\$9.350	BB	\$0.000	AT	\$1.780		\$1.030	BC	8.0		\$75.330	\$102.240		\$102.240	BD	\$126.790	AB	Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	REFRIGERATION SERVICE TRADESMAN HVACR		08/22/2025	08/30/2026*	\$21.840	H	\$9.360		\$0.600		\$0.000	AT	\$1.780		\$1.030	BC	8.0		\$34.610	\$45.530		\$45.530	BD	\$56.260	AB	Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)		02/22/2026	03/31/2026**	\$49.690		\$13.600		\$15.530	BE	\$0.000		\$0.590		\$0.300		8.0		\$79.710	\$104.550		\$104.550		\$129.400		Holidays	Scope of Work	Travel & Subsistence
ROOFER			02/22/2026	03/31/2026*	\$16.900	&	\$7.560		\$5.590		\$0.000		\$0.400		\$0.020		8.0		\$30.470	\$38.920		\$38.920		\$38.920		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)			08/22/2025	07/31/2026**	\$57.600	H	\$11.250		\$21.410	BF	\$0.000	BG	\$2.050		\$1.530		8.0	AV	\$93.840	\$122.640	BH	\$122.640	BH	\$151.440		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER			08/22/2025	08/31/2026*	\$45.130	H	\$9.250		\$4.710		\$0.000	BG	\$1.110		\$0.330		8.0	AV	\$60.530	\$83.100	Z	\$83.100	BI	\$105.660	AB	Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER			08/22/2025	08/31/2026*	\$52.670	H	\$9.250		\$4.860		\$0.000	BG	\$1.340		\$0.390		8.0	AV	\$68.510	\$94.850	Z	\$94.850	BI	\$121.180	AB	Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			08/22/2025	05/31/2026**	\$40.130	Y	\$9.250		\$4.500		\$0.000		\$1.310		\$0.510		8.0		\$55.700	\$75.760	Z	\$75.760	AA	\$95.830	AB	Holidays	Scope of Work	Travel & Subsistence

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE
#TILE LAYER			08/22/2025	05/31/2026**	\$54.360	Y	\$9.250		\$9.850		\$0.000		\$1.510		\$0.620		8.0		\$75.590	\$102.770	Z	\$102.770	AA	\$129.950	AB	Holidays	Scope of Work	Travel & Subsistence

[Go to increase page](#)

FOOTNOTES

- *

EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- **

THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- #

INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP.
- &

THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A

INCLUDES AMOUNTS FOR DUES CHECK OFF, CONTRACT COMPLIANCE AND VACATION WHICH ARE NOT FACTORED INTO OVERTIME RATES.
- B

INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C

SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D

RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E

THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F

INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G

INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H

INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I

RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J

A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K

RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT DOUBLE TIME..
- L

RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- M

INCLUDES AN AMOUNT FOR WORKING DUES (6.75%).
- N

IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- O

INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- P

RATE APPLIES TO THE FIRST 2 DAILY AND THE FIRST 8 SATURDAY OVERTIME HOURS WORKED. ALL OTHER OVERTIME IS PAID AT THE SUNDAY RATE. ALL FRINGES FACTORED INTO OT RATE.
- Q

ALL FRINGES FACTORED INTO OT RATE.
- R

IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- S

RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- T

DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977. U.S. DEPARTMENT OF LABOR.
- U

INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$5.00 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- V

INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- W

INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- X

RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- Y

INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- Z

RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AA

SATURDAY OVERTIME HOURLY RATE SHALL NOT BE OWED FOR WORK PERFORMED ON A SATURDAY UNLESS AND UNTIL THE EMPLOYEE HAS WORKED 8 HOURS ON THAT DAY OR 40 HOURS OVER THE COURSE OF THE WORK WEEK OF WHICH THE SATURDAY IS A PART. WHICHEVER COMES FIRST. RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AB

RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AC

AN ADDITIONAL \$3.00 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AD

INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- AE

DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AF

RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AG

RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS IN ONE WORK DAY OR 40 HOURS IN ONE WORK WEEK MONDAY THROUGH SUNDAY; SATURDAY AND SUNDAY MAY BE WORKED AT THE STRAIGHT TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS IN ONE WORK DAY OR 40 HOURS IN ONE WORK WEEK.
- AH

RATE APPLIES TO ALL HOURS IN EXCESS OF 12 HOURS IN ONE WORK DAY, MONDAY THROUGH SATURDAY, AND TO ALL HOURS WORKED IN EXCESS OF 8 HOURS ON SUNDAYS. RATE ALSO APPLIES TO WORK ON HOLIDAYS. FOR WORK ON SUNDAY, SEE SATURDAY OVERTIME HOURLY RATE AND FOOTNOTE.
- AI

RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE
- AJ

RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AK

INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AL

SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AM

RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AN

THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS: THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE. EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AO

INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AP

ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AQ

RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AR

INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AS

INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AT

AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.

AU AV SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AW PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.

AX INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AY SATURDAY MAY BE WORKED AT STRAIGHT-TIME RATE, PROVIDED THAT THE HOURS DO NOT EXCEED 8 HOURS PER DAY OR 40 HOURS PER WEEK.

AZ DOUBLE TIME SHALL BE PAID FOR NEW YEAR'S DAY, EASTER SUNDAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS.

BA TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.

BB INCLUDES AN AMOUNT FOR 401A PLAN.

BC INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.

BD SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.

BE INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.

BF INCLUDES AN AMOUNT PER HOUR WORKED FOR COLA FUND.

BG INCLUDED IN STRAIGHT-TIME HOURLY RATE.

BH RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

BI RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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Invitation for Bids
for
Generator Transfer Switch Install

Attachment 5
Federal Transit Administration (FTA) Contract Provisions

July 27, 2026

Contact:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
805.963.3364 x244
550 Olive Street
Santa Barbara CA 93101
vwhite@sbmtd.gov
purchasing@sbmtd.gov
www.sbmtd.gov

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

Generator Transfer Switch Install & [Contractor Name]

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- 1. FLY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 2. BUY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 3. CHARTER BUS & SCHOOL BUS REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 4. CARGO PREFERENCE REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 5. SEISMIC SAFETY REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 6. ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory energy standards and policies of the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C. The Contractor agrees to include the requirements of this section in all subcontracts at any tier for the performance of work under this contract.

- 7. CLEAN WATER REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 8. BUS TESTING (NOT APPLICABLE TO THIS CONTRACT)**
- 9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)**
- 10. LOBBYING (NOT APPLICABLE TO THIS CONTRACT)**
- 11. ACCESS TO RECORDS & REPORTS**

(a) Access to Records: The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(b) Access to Site: The Contractor agrees to permit the FTA to have access to the sites of performance of the contract and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

(d) Retention: The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Closeout of the contract does not alter the record retention or access requirements of this section.

(e) The Contractor assures that each subcontractor, if any, at each tier, will agree to provide sufficient access to inspect and audit records and information, including such records and information MTD or

Contractor may regard as confidential or proprietary related to this contract and any Amendments thereto, to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Contractor and MTD.

12. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Applicable changes to those federal requirements will apply to each subcontract at any tier for the performance of work under this contract.

13. BONDING REQUIREMENTS

Contractor shall obtain bonding meeting the requirements of the Statement of Work.

14. CLEAN AIR (NOT APPLICABLE TO THIS CONTRACT)

15. RECYCLED PRODUCTS (NOT APPLICABLE TO THIS CONTRACT)

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS

(a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 (64 Stat. 1267, as amended, 5 U.S.C. appendix) and the Copeland Act (48 Stat. 948; 18 U.S.C. 874; 40 U.S.C. 3145) in order to coordinate the administration and enforcement of labor standards provisions contained in the Davis-Bacon Act (46 Stat. 1494, as amended; 40 U.S.C. 3141 et seq.) and its related statutes ("Related Acts").

(1) Minimum Wages

(i) 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 this section, 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 (a)(1)(iv) 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 shall 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 (a)(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 (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) 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 (a)(1)(iii) of this section, provided that:

- (1) 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;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) 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.

(iii) *Conformance.*

(A) 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:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) 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 shall 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.

(D) 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.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) 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 (a)(1)(iii)(C) or (D) 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.

(iv) *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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *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.

(vi) *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:

(i) *Withholding requirements.* MTD 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 paragraph (a) of 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 (or otherwise working in construction or development of the project under a development statute), 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 (a)(3)(iv) of this section, MTD may, on its own initiative and after written notice to the Contractor, sponsor, applicant, or owner, or other entity, as the case may be, 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.

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

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) 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;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls —

(i) *Basic record requirements —*

(A) *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 three years after all the work on the prime contract is completed.

(B) *Information required.* Such records shall 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.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) 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 section 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.

(D) *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.

(ii) *Certified payroll requirements —*

(A) *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 MTD for transmission to the Federal Transit Administration.** 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.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) 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/agencies/whd/forms/wh347> 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 sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *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 shall certify the following:

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

(2) 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 Regulations, 29 CFR part 3; and

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

(D) *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 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *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.

(F) *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.

(G) *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.

(iii) *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.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The Contractor or subcontractor must make the records required under paragraph (a)(3)(i) through (iii) of this section, and any other documents that MTD or the Federal Transit Administration 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 MTD or the Federal Transit Administration or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *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 29 CFR 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.

(C) *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 Federal Transit Administration if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to MTD, 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 —

(i) Apprentices —

(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (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.

(B) *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.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) 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 (a)(4)(i)(A) 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the 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.

(ii) *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.

(5) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the Federal Transit Administration may by appropriate instructions require, and also 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.

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

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

(9) Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility

(i) 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).

(ii) 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).

(iii) 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:

(i) 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;

(ii) 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;

(iii) 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

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

17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (NOT APPLICABLE TO THIS CONTRACT)**18. ACCESS REQUIREMENTS (NOT APPLICABLE TO THIS CONTRACT)****19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the requirements of this section in all subcontracts at any tier for the performance of work financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Chapter 38 and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

(a) Termination for Convenience: MTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MTD to be paid the Contractor. If the Contractor has any property in its possession belonging to MTD, the Contractor will account for the same, and dispose of it in the manner MTD directs.

(b) Termination for Default

(1) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, MTD may terminate this contract for default. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, MTD may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor & its

sureties shall be liable for any damage to MTD resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by MTD in completing the work.

(2) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

(A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of MTD, acts of another Contractor in the performance of a contract with MTD, epidemics, quarantine restrictions, strikes, freight embargoes; and

(B) The Contractor, within ten (10) days from the beginning of any delay, notifies MTD in writing of the causes of delay. If in the judgment of MTD, the delay is excusable, the time for completing the work shall be extended. The judgment of MTD shall be final, but subject to appeal under the Disputes clause.

(3) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of MTD.

(c) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

For all contracts over \$25,000, pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of this section while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in all subcontracts at any tier for the performance of work under this contract.

23. PRIVACY ACT (NOT APPLICABLE TO THIS CONTRACT)

24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the

Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, Sex, Sexual Orientation, or National Origin: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed based upon merit, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES & DISPUTE RESOLUTION (NOT APPLICABLE TO THIS CONTRACT)

26. PATENT & RIGHTS IN DATA (NOT APPLICABLE TO THIS CONTRACT)

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (NOT APPLICABLE TO THIS CONTRACT)

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is posted at <https://sbmtd.gov/about/doing-business/>. **A separate contract goal has not been established for this procurement.**

(b) The Contractor 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 this DOT-assisted contract. 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 MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. NOTIFICATION OF LEGAL MATTERS TO THE FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent version of FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING (NOT APPLICABLE TO THIS CONTRACT)**32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) (NOT APPLICABLE TO THIS CONTRACT)****33. BUILD AMERICA, BUY AMERICA ACT**

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

34. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. MTD is prohibited from using federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

35. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use: The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

Distracted Driving, Including Text Messaging While Driving: The Contractor agrees to implement (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

- (i) **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award,

or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Contractor agrees to include a Distracted Driving, Including Text Messaging While Driving in its third-party agreements, and encourage its third-party participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

"General Decision Number: CA20260014 07/14/2026

State: California

Construction Types: Building, Heavy and Highway

Counties: California Counties of
Santa Barbara

Building Construction Projects
Dredging Projects-Includes Dredging Projects (does not include hopper dredge work)
Heavy Construction Projects (excludes water well drilling)
Highway Construction Projects

Modification Number	Publication Date
3	01/30/2026
4	05/18/2026
5	07/14/2026

ASBE0005-002 07/01/2024		
	Rates	Fringes
ASBESTOS WORKERS/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS).....	\$ 56.32	26.52

ASBE0005-002 09/01/2024		
	Rates	Fringes
FIRE STOP TECHNICIAN (APPLICATION OF FIRESTOPPING MATERIALS FOR WALL OPENINGS AND PENETRATIONS IN WALLS, FLOORS, CEILINGS AND CURTAIN WALLS).....	\$ 39.94	20.65

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

BOIL0092-003 01/01/2024		
	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

BRCA0004-003 05/01/2024		
	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 45.53	20.29

BRCA0018-008 06/01/2024		
	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77

BRCA0018-010 09/01/2024		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

BRCA0018-011 06/01/2023		
	Rates	Fringes
TILE LAYER.....	\$ 48.29	19.18

CARP0213-001 07/01/2025		
	Rates	Fringes
CARPENTER: (1) CARPENTER, CABINET INSTALLER, INSULATION INSTALLER, HARDWOOD FLOOR WORKER AND ACOUSTICAL INSTALLER 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.....	\$ 52.24	26.18
CARPENTER: (2) MILLWRIGHT 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.....	\$ 52.24	26.68
CARPENTER: (3) PILEDRIVERMEN/DERRICK BARGEMAN, BRIDGE OR DOCK CARPENTER, HEAVY FRAMER, ROCK BARGEMAN OR SCOWMAN, ROCKSLINGER, SHINGLER (COMMERCIAL) 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.	\$ 52.37	26.18
CARPENTER: (4) PNEUMATIC NAILER, POWER STAPLER		
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.....	\$ 52.37	26.18
CARPENTER: (5) SAWFILER 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.....	\$ 52.34	26.18
CARPENTER: (6) SCAFFOLD BUILDER 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.....	\$ 45.37	25.43
CARPENTER: (7) TABLE POWER SAW OPERATOR		
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.....	\$ 52.34	26.18

CARP0213-002 07/01/2025		
	Rates	Fringes
DIVER: (1) WET AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 901.92	26.18
DIVER: (2) STANDBY AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 450.96	26.18
DIVER: (3) TENDER AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 442.96	26.18
DIVER: (4) ASSISTANT TENDER AMOUNTS IN "'RATES' COLUMN ARE PER DAY.....	\$ 418.96	26.18

CARP0213-004 07/01/2025		
	Rates	Fringes
DRYWALL (DRYWALL INSTALLER/LATHER).....	\$ 52.24	26.18
DRYWALL (STOCKER/SCRAPPER).....	\$ 21.45	11.27

CARP0721-001 07/01/2025		
	Rates	Fringes
MODULAR FURNITURE INSTALLER.....	\$ 25.00	13.06

ELEC0413-001 01/01/2026		
	Rates	Fringes
ELECTRICIANS CABLE SPLICERS: \$2.00 ADDITIONAL PER HOUR. ALL WORK AT VANDENBERG AFB: \$3.75 ADDITIONAL PER HOUR. FOOTNOTE: WORK FROM TRUSSES, SWINGING SCAFFOLDS, OPEN LADDERS, SCAFFOLDS, BOSUN'S CHAIRS, STACKS, OR THE MAINTENANCE OF TOWERS OR OPEN PLATFORMS WHERE THE WORKER IS SUBJECT TO A DIRECT FALL OR WHERE THE WORKER HAS TO WORK FROM A LADDER OR OTHER SUPPORT FROM A PLATFORM WITHIN 5 FT. OF ANY DIRECT FALL A DISTANCE OF 50 FT. FROM THE GROUND FLOOR OR SUPPORTING STRUCTURE: DOUBLE THE REGULAR STRAIGHT-TIME RATE OF PAY. SAFETY NETS, IF USED, WILL NOT INVALIDATE THIS.....	\$ 54.61	25.16

ELEC0413-003 12/31/2024		
	Rates	Fringes
COMMUNICATIONS SYSTEM: INSTALLER COMMUNICATIONS AND SYSTEMS WORK SCOPE OF WORK: INSTALLATION, TESTING, SERVICE AND MAINTENANCE OF SYSTEMS UTILIZING THE TRANSMISSION AND/OR TRANSFERENCE OF VOICE, SOUND, VISION AND DIGITAL FOR COMMERCIAL, EDUCATIONAL, SECURITY AND ENTERTAINMENT PURPOSES FOR THE FOLLOWING: TV MONITORING AND SURVEILLANCE, BACKGROUND-FOREGROUND MUSIC, INTERCOM AND TELEPHONE INTERCONNECT, INVENTORY CONTROL SYSTEMS, MICROWAVE TRANSMISSION, MULTI-MEDIA, MULTIPLEX, NURSE CALL SYSTEMS, RADIO PAGE, SCHOOL INTERCOM AND SOUND, BURGLAR ALARMS, FIRE ALARM (SEE LAST PARAGRAPH BELOW) AND LOW VOLTAGE MASTER CLOCK SYSTEMS IN COMMERCIAL BUILDINGS. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS; INCLUSION OR EXCLUSION OF TERMINATIONS AND TESTINGS OF CONDUCTORS DETERMINED BY THEIR FUNCTION; EXCLUDING ALL OTHER DATA SYSTEMS OR MULTIPLE SYSTEMS WHICH INCLUDE CONTROL FUNCTION OR POWER SUPPLY; EXCLUDING INSTALLATION OF RACEWAY SYSTEMS, CONDUIT SYSTEMS, LINE VOLTAGE WORK, AND ENERGY MANAGEMENT SYSTEMS. DOES NOT COVER WORK PERFORMED AT CHINA LAKE NAVAL ORDNANCE TEST		

STATION. FIRE ALARM WORK SHALL BE PERFORMED AT THE
CURRENT INSIDE WIREMAN TOTAL COST PACKAGE.....\$ 48.13 17.49

ELEC1245-001 01/01/2025

Rates Fringes

LINE CONSTRUCTION: (1) LINEMAN; CABLE SPlicer
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.....\$ 70.16 24.71
LINE CONSTRUCTION: (2) EQUIPMENT SPECIALIST
(OPERATES CRAWLER TRACTORS, COMMERCIAL MOTOR
VEHICLES, BACKHOES, TRENCHERS, CRANES (50 TONS AND
BELOW), OVERHEAD & UNDERGROUND DISTRIBUTION LINE
EQUIPMENT) 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.....\$ 53.30 22.26
LINE CONSTRUCTION: (3) GROUNDMAN 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.....\$ 40.76 21.76

ELEV0018-001 01/01/2025

Rates Fringes

ELEVATOR MECHANIC 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.....\$ 69.43 38.44

ENGI0012-004 08/01/2025

Rates Fringes

OPERATOR, POWER EQUIPMENT: (1) LEVERMAN (DREDGING)..\$ 67.90 40.95
OPERATOR, POWER EQUIPMENT: (2) DREDGE DOZER
(DREDGING).....\$ 61.93 40.95
OPERATOR, POWER EQUIPMENT: (3) DECKMATE (DREDGING)..\$ 61.82 40.95
OPERATOR, POWER EQUIPMENT: (4) WINCH OPERATOR
(STERN WINCH ON DREDGE) (DREDGING).....\$ 61.27 40.95
OPERATOR, POWER EQUIPMENT: (5) FIREMAN-OILER,
DECKHAND, BARGEMAN, LEVEEHAND (DREDGING).....\$ 60.73 40.95
OPERATOR, POWER EQUIPMENT: (6) BARGE MATE
(DREDGING).....\$ 61.34 40.95

ENGI0012-024 07/01/2025

Rates Fringes

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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 PREMIUM PAY: \$10.00 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.....\$ 63.40 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
2- ASPHALT-RUBBER PLANT OPERATOR (NURSE TANK
OPERATOR); COIL TUBING RIG 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 PREMIUM
PAY: \$10.00 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.....\$ 64.18 33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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 PREMIUM PAY: \$10.00 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.....\$ 64.67	33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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);DIRECT PUSH OPERATOR (GEOPROBE OR SIMILAR TYPES) 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 PREMIUM PAY: \$10.00 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.....\$ 65.96	33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 6- ARTICULATING MATERIAL HAULER; ASPHALT PLANT ENGINEER; BATCH PLANT OPERATOR; BIT SHARPENER; CONCRETE JOINT MACHINE OPERATOR (CANAL AND SIMILAR TYPE); CONCRETE PLANER OPERATOR; DANDY DIGGER; DECK ENGINE OPERATOR; DERRICKMAN (OILFIELD TYPE); DRILLING MACHINE OPERATOR, BUCKET OR AUGER TYPES (CALWELD 100 BUCKET OR SIMILAR TYPES - WATSON 1000 AUGER OR SIMILAR TYPES - TEXOMA 330, 500 OR 600 AUGER OR SIMILAR TYPES - DRILLING DEPTH OF 45' MAXIMUM); DRILLING MACHINE OPERATOR; HYDROGRAPHIC SEEDER MACHINE OPERATOR (STRAW, PULP OR SEED), JACKSON TRACK MAINTAINER, OR SIMILAR TYPE; KALAMAZOO SWITCH TAMPER, OR SIMILAR TYPE; MACHINE TOOL OPERATOR; MAGINNIS INTERNAL FULL SLAB VIBRATOR, MECHANICAL BERM, CURB OR GUTTER(CONCRETE OR ASPHALT); MECHANICAL FINISHER OPERATOR (CONCRETE, CLARY-JOHNSON-BIDWELL OR SIMILAR); MICRO TUNNEL SYSTEM (BELOW GROUND); PAVEMENT BREAKER OPERATOR (TRUCK MOUNTED); ROAD OIL MIXING MACHINE OPERATOR; ROLLER OPERATOR (ASPHALT OR FINISH), RUBBER-TIRED EARTH MOVING EQUIPMENT (SINGLE ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK); SELF-PROPELLED TAR PIPELINING MACHINE OPERATOR; SKIPLOADER OPERATOR (CRAWLER AND WHEEL TYPE, OVER 3/4 YD. AND UP TO AND INCLUDING 1-1/2 YDS.); SLIP FORM PUMP OPERATOR (POWER DRIVEN HYDRAULIC LIFTING DEVICE FOR CONCRETE FORMS); TRACTOR OPERATOR-BULLDOZER, TAMPER-SCRAPER (SINGLE ENGINE, UP TO 100 H.P. FLYWHEEL AND SIMILAR TYPES, UP TO AND INCLUDING D-5 AND SIMILAR TYPES); TUGGER HOIST OPERATOR (1 DRUM); ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR; VACUUM BLASTING MACHINE OPERATOR PREMIUM PAY: \$10.00 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.....\$ 66.18	33.20
OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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 TYPES; CABLE BUNDLING MACHINE OPERATOR (EXCLUDING HANDHELD); CABLE TRENCHING MACHINE OPERATOR (SPIDER PLOW OR SIMILAR TYPES) 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; RCM CEMENTING UNIT OPERATOR, RAIL/SWITCH GRINDER OPERATOR (HARSCO OR	

SIMILAR TYPES) 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
 BENDNG 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 PREMIUM PAY: \$10.00 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.....\$ 66.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP
 13- RUBBER-TIRED EARTH-MOVING EQUIPMENT OPERATOR
 OPERATING EQUIPMENT WITH PUSH-PULL SYSTEM (SINGLE
 ENGINE, UP TO AND INCLUDING 25 YDS. STRUCK)
 PREMIUM PAY: \$10.00 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.....\$ 66.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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.) PREMIUM PAY: \$10.00 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.....\$ 66.71 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 66.79 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 66.91 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.08 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.18 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.29 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: GROUP 2-0 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) PREMIUM PAY: \$10.00 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.....\$ 67.41 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.58 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.68 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.79 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 67.91 33.20

OPERATOR: POWER EQUIPMENT, ALL OTHER WORK: 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); SPYDER EXCAVATOR OPERATOR, WITH ALL ATTACHMENTS PREMIUM PAY: \$10.00 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. \$ 68.08 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 1- Engineer oiler; Fork lift
operator (includes loed, lull or similar types)
PREMIUM PAY: \$10.00 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.
.....\$ 64.75 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 2- Truck crane oiler PREMIUM PAY:
\$10.00 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.....\$ 65.53 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 3- A-frame or winch truck
operator; Ross carrier operator (jobsite)
PREMIUM PAY: \$10.00 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.....\$ 65.82 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 4- Bridge-type unloader and
turntable operator; Helicopter hoist operator
PREMIUM PAY: \$10.00 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.....\$ 65.96 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 5 HYDRAULIC BOOM TRUCK; STINGER
CRANE (AUSTIN-WESTERN OR SIMILAR TYPE); TUGGER
HOIST OPERATOR (1 DRUM) PREMIUM PAY: \$10.00 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.....\$ 66.18 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 6 Bridge crane operator; Creter
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 PREMIUM PAY: \$10.00 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.....\$ 66.29 33.20
OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING &
HOISTING: GROUP 7 PEDESTAL CRANE OPERATOR; SHOVEL,
BACKHOE, DRAGLINE, CLAMSHELL OPERATOR (OVER 5 CU.
YDS. MRC); TOWER CRANE REPAIR; TUGGER HOIST
OPERATOR (3 DRUM) PREMIUM PAY: \$10.00 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.....\$ 66.41 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: 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.) PREMIUM PAY: \$10.00 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.....\$ 66.58 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: 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 PREMIUM PAY: \$10.00 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.....\$ 66.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: 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.) PREMIUM PAY: \$10.00 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.....\$ 67.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: 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) ; Tower crane operator and tower gantry PREMIUM PAY: \$10.00 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.....\$ 68.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: 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) PREMIUM PAY: \$10.00 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.....\$ 69.75 33.20

OPERATOR: POWER EQUIPMENT, CRANES, PILEDRIVING & HOISTING: 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).....\$ 70.75 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 1-Skiploader (wheel type up to 3/4 yd. without attachment) PREMIUM PAY: \$10.00 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.....\$ 65.25 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 2-Power-driven jumbo form setter operator PREMIUM PAY: \$10.00 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.....\$ 66.03 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 3-Dinkey locomotive or motorperson (up to and including 10 tons) PREMIUM PAY: \$10.00 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.....\$ 66.32 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 66.46 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: 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) PREMIUM PAY: \$10.00 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.....\$ 66.68 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 6-Heavy Duty Repairman PREMIUM PAY: \$10.00 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.....\$ 66.79 33.20
 OPERATOR: POWER EQUIPMENT, TUNNEL WORK: GROUP 7-Tunnel mole boring machine operator PREMIUM PAY: \$10.00 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.....	\$ 66.91	33.20

IRON0433-006 01/01/2025		
	Rates	Fringes
IRONWORKER (FENCE ERECTOR).....	\$ 45.78	26.51
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).....	\$ 50.70	35.15

LAB00220-001 07/01/2025		
	Rates	Fringes
LABORER 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.....	\$ 46.48	25.95
LABORER 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.....	\$ 47.03	25.95
LABORER 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.....	\$ 47.58	25.95
LABORER 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.....	\$ 49.13	25.95
LABORER 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.....	\$ 49.48	25.95	
LABORER, TUNNEL: GROUP 4: DIAMOND DRILLER; SANDBLASTER; SHAFT AND RAISE WORK.....	\$ 55.07	25.74	
LABORER, TUNNEL: 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.);.....	\$ 53.60	25.74	
LABORER, TUNNEL: GROUP 2 BULL GANG MUCKER, TRACK PERSON; CHUCKTENDER, CABLETENDER; CONCRETE CREW, INCLUDING RODDER AND SPREADER; LOADING AND UNLOADING AGITATOR CARS; VIBRATOR PERSON, JACK HAMMER, PNEUMATIC TOOLS (EXCEPT DRILLER).....	\$ 53.92	25.74	
LABORER, TUNNEL: 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	\$ 54.38	25.74	

LAB00220-004 11/01/2025			
	Rates	Fringes	
BRICK TENDER.....	\$ 42.60	22.13	

LAB00300-005 07/01/2025			
	Rates	Fringes	
ASBESTOS REMOVAL LABORER 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...	\$ 46.48	25.93	

LAB00345-001 07/01/2025			
	Rates	Fringes	
LABORER, GUNITE: GROUP 1 RODMEN, NOZZLEMEN 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.....	\$ 55.88	23.77	
LABORER, GUNITE: GROUP 2 GUNMEN 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.....	\$ 54.93	23.77	
LABORER, GUNITE: GROUP 3 REBOUNDMEN 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.....	\$ 51.39	23.77	

LAB01184-001 07/01/2025			
	Rates	Fringes	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (1) DRILLING CREW LABORER.....	\$ 47.94	20.86	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (2) VEHICLE OPERATOR/HAULER.....	\$ 48.11	20.86	
LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (3) HORIZONTAL DIRECTIONAL DRILL OPERATOR.....	\$ 49.96	20.86	

LABORERS: HORIZONTAL DIRECTIONAL DRILLING: (4) ELECTRONIC TRACKING LOCATOR.....\$ 51.96	20.86
LABORERS:, STRIPING/SLURRY SEAL: 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.....\$ 49.30	23.97
LABORERS:, STRIPING/SLURRY SEAL: 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....\$ 50.60	23.97
LABORERS:, STRIPING/SLURRY SEAL: 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.....\$ 52.61	23.97
LABORERS:, STRIPING/SLURRY SEAL: 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.....\$ 54.35	23.97

LAB01414-003 08/06/2025	
	Rates Fringes
LABORER: PLASTER CLEAN-UP LABORER 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.....\$ 46.17	25.97
LABORER: PLASTER TENDER 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.....\$ 48.72	25.97

PAIN0036-002 07/01/2023	
	Rates Fringes
PAINTERS, INCLUDING LEAD ABATEMENT: (5) ALL OTHER WORK.....\$ 36.44	18.58
PAINTERS: INCLUDING LEAD ABATEMENT: (1) JOURNEYMAN PAINTER.....\$ 36.44	18.58

PAIN0036-008 09/01/2024	
	Rates Fringes
DRYWALL FINISHER/TAPER.....\$ 49.33	26.82

PAIN0036-015 01/01/2025	
	Rates Fringes
GLAZIER FOOTNOTE: ADDITIONAL \$1.25 PER HOUR FOR WORK IN A CONDOR, FROM THE THIRD (3RD) FLOOR AND UP ADDITIONAL \$1.25 PER HOUR FOR WORK ON THE OUTSIDE OF THE BUILDING FROM A SWING STAGE OR ANY SUSPENDED CONTRIVANCE, FROM THE GROUND UP.....\$ 53.05	30.64

PAIN1247-002 01/01/2025	
	Rates Fringes
SOFT FLOOR LAYER.....\$ 45.15	19.43

PLAS0200-006 08/03/2022	
	Rates Fringes
PLASTERER VANDENBURG AFB: \$3.00 ADDITIONAL PER HOUR.....\$ 47.37	19.64

PLAS0500-002 07/01/2025	
	Rates Fringes
CEMENT MASON/CONCRETE FINISHER.....\$ 47.70	27.07

PLUM0016-004 09/01/2025	
	Rates Fringes
PLUMBER/PIPEFITTER (WORK ONLY ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANTS, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE).....\$ 59.85	25.83
PLUMBER/PIPEFITTER VANDENBURG AIR FORCE BASE.....\$ 66.23	26.81
PLUMBER/PIPEFITTER (ALL OTHER WORK EXCEPT WORK ON NEW ADDITIONS AND REMODELING OF BARS, RESTAURANT, STORES AND COMMERCIAL BUILDINGS NOT TO EXCEED 5,000 SQ. FT. OF FLOOR SPACE AND WORK ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL	

WORK).....	\$ 61.73	26.81
PLUMBER/PIPEFITTER (WORK ONLY ON STRIP MALLS, LIGHT COMMERCIAL, TENANT IMPROVEMENT AND REMODEL WORK)....	\$ 44.29	24.16

PLUM0345-001 09/01/2025		
	Rates	Fringes
PLUMBER (LANDSCAPE/IRRIGATION FITTER).....	\$ 44.75	26.20
PLUMBER (SEWER & STORM DRAIN WORK).....	\$ 48.84	23.58

ROOF0036-002 08/01/2025		
	Rates	Fringes
ROOFER FOOTNOTE: PITCH PREMIUM: WORK ON WHICH EMPLOYEES ARE EXPOSED TO PITCH FUMES OR REQUIRED TO HANDLE PITCH, PITCH BASE OR PITCH IMPREGNATED PRODUCTS, OR ANY MATERIAL CONTAINING COAL TAR PITCH, THE ENTIRE ROOFING CREW SHALL RECEIVE \$1.75 PER HOUR ""PITCH PREMIUM"" PAY.....	\$ 52.63	20.73

SFCA0669-014 01/01/2026		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.69	29.72

SHEE0273-002 08/01/2019		
	Rates	Fringes
SHEET METAL WORKER HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY & FRIDAY AFTER, CHRISTMAS DAY.....	\$ 45.48	30.05

TEAM0011-002 07/01/2025		
	Rates	Fringes
TRUCK DRIVER GROUP 1 TRUCK DRIVER 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].....	\$ 41.59	35.69
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 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]...	\$ 41.74	35.69
TRUCK DRIVER 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 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].....	\$ 41.87	35.69
TRUCK DRIVER GROUP 4 DRIVER OF TRANSIT MIX TRUCK, UNDER 3 YDS.; DUMPCRETE TRUCK, LESS THAN 6-1/2 YDS. WATER LEVEL 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].....	\$ 42.06	35.69
TRUCK DRIVER 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 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].....	\$ 42.09	35.69
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 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]...	\$ 42.12	35.69
TRUCK DRIVER GROUP 7.....	\$ 42.37	35.69
TRUCK DRIVER GROUP 8 DUMP TRUCK, 25 YDS. TO 49 YDS. WATER LEVEL; TRUCK REPAIR PERSON; WATER PULL - SINGLE ENGINE; WELDER 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].....	\$ 42.62	35.69

TRUCK DRIVER GROUP 9 TRUCK REPAIR PERSON/WELDER; LOW BED DRIVER, 9 AXLES OR OVER 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].....\$ 42.82	35.69
TRUCK DRIVER GROUP 10 DUMP TRUCK - 50 YDS. OR MORE WATER LEVEL; WATER PULL - SINGLE ENGINE WITH ATTACHMENT 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].....\$ 43.12	35.69
TRUCK DRIVER 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 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].....\$ 43.62	35.69
TRUCK DRIVER GROUP 12 BOOM TRUCK 17K AND ABOVE 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].....\$ 44.05	35.69

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>.

Note: Executive Order 13658 generally applies to contracts subject
to the Davis-Bacon Act that were awarded on or between January 1,
2015 and January 29, 2022, and that have not been renewed or
extended on or after January 30, 2022. Executive Order 13658 does
not apply to contracts subject only to the Davis-Bacon Related Acts
regardless of when they were awarded. If a contract is subject to
Executive Order 13658, the contractor must pay all covered workers
at least \$13.65 per hour (or the applicable wage rate listed on this
wage determination, if it is higher) for all hours spent performing on
the contract from May 11, 2026, through December 31, 2026. The
applicable Executive Order minimum wage rate will be adjusted annually.
Additional information on contractor requirements and worker
protections under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.

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 classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
rate is a union rate (current union negotiated rate), a survey
rate, a weighted union average rate, a state adopted rate, or a
supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than
SU, UAVG, SA, or SC denotes that a union rate was
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2024. PLUM is an identifier of the union
whose collectively bargained rate 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. The date, 07/01/2024 in the
example, is the effective date of the most current negotiated
rate.

Union prevailing wage rates are updated to reflect all changes
over time that are reported to WHD in the rates
in the collective bargaining agreement (CBA) governing the
classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:
 UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

U.S. Department of Labor

Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME				PROJECT NO. or CONTRACT NO.			CERTIFIED PAYROLL NO.			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME															
PROJECT LOCATION				WAGE DETERMINATION NO.			WEEK ENDING DATE			PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS															
(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)				(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)			(9)					
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERED APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES							TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR ALL WORK	DEDUCTIONS FOR ALL WORK				NET PAY TO WORKER FOR ALL WORK
								HOURS WORKED EACH DAY													TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

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PROJECT LOCATION					WEEK ENDING DATE		CERTIFYING OFFICIAL'S NAME AND TITLE																																																																																																																																																																							
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:																																																																																																																																																																														
☐	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.																																																																																																																																																																													
☐	All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.																																																																																																																																																																													
☐	The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.																																																																																																																																																																													
☐	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.																																																																																																																																																																													
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☐	Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.																																																																																																																																																																													
HOURLY CREDIT FOR FRINGE BENEFITS <i>If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.</i> <table border="1"> <thead> <tr> <th rowspan="4">NAME OF WORKER</th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th>FB NAME</th> <th></th> <th rowspan="4">TOTAL HOURLY CREDIT</th> </tr> <tr> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> <th>FB TYPE</th> <th></th> </tr> <tr> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> <th>PLAN NO.</th> <th></th> </tr> <tr> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> <th>☐ Funded ☐ Unfunded</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> <tr> <td></td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>Hourly Credit</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>													NAME OF WORKER	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		TOTAL HOURLY CREDIT	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded		☐ Funded ☐ Unfunded			Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$		Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	Hourly Credit	\$	\$
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☐	All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.																																																																																																																																																																													
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.																																																																																																																																																																														