



**CITY OF VISALIA
REQUEST FOR BID (“RFB”)**

RFB NO. 25-26-16

**BIOFILTER MEDIA REPLACEMENT &
ASSOCIATED EQUIPMENT INSPECTION
AT VISALIA WATER RECLAMATION FACILITY**

BID SUBMITTAL DEADLINE: 2:00PM PT ON THURSDAY, MAY 28, 2026

The City of Visalia expressly reserves the right to modify, or withdraw from, the process initiated and described herein. No rights shall be vested in any party, individual or entity by virtue of its preparation to participate in, or its participation in, such process. The City expressly reserves the right to modify, for any reason, the schedule and any provision contained herein. The City reserves to itself the selection of winning respondent(s), if any, in the exercise of its sole discretion. No binding commitment shall arise on the part of the City to any respondent under this Request for Bid until and unless the parties sign documents of agreement that become effective in accordance with their terms. Responses to this RFB, however, shall be held firm by Respondent for at least ninety (90) days.

This is a Public Works Project, subject to registration with the Department of Industrial Relations (DIR), Payment of State Prevailing Wages, Monitoring by the Labor Commissioner and other requirements listed in the City’s Labor Compliance Manual (attached).

Advertisement Dates: 04/24/26
04/29/26

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EXHIBITS

A. BID FORM

B. CERTIFICATIONS, AFFIDAVITS, ASSURANCES, STATEMENTS, WAIVERS, AND QUESTIONNAIRES WHICH MUST ACCOMPANY BID FORM

- B-1. Bid Guarantee
- B-2. Non-Collusion Affidavit
- B-3. Worker's Compensation Insurance Certificate
- B-4. Equal Employment Opportunity Compliance Certificate
- B-5. Ownership Disclosure and Levine Act Statement
- B-6. Drug-Free Workplace
- B-7. Americans with Disabilities Act Compliance Certificate
- B-8. Iran Contracting Act
- B-9. Certificate of Nonsegregated Facilities
- B-10. Certification of Anti-Kickback Compliance
- B-11. Clean Air Act and Water Pollution Control Act Compliance Certificate

C. SAMPLE PROJECT AGREEMENT WITH ATTACHMENTS

ATTACHMENT 1 - GENERAL CONTRACT PROVISIONS

ATTACHMENT 2 - INSURANCE REQUIREMENTS

D. SAMPLE CONTRACTOR'S AFFIDAVIT

E. ADDITIONAL ATTACHMENTS

- E-1. Visalia WRF Q&M Manual, Chapter 15 Odor Control System
- E-2. City Technical Specifications (Vol II of IV) — Section 10001 Odor Control
- E-3. State Prevailing Wage Designations
- E-4. Labor Compliance Manual

I. DEFINITIONS

For the purposes of this RFB NO. 25-26-16, the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Bid.
5. "RFB" means Request for Bid No. 25-26-16

II. PROJECT INTRODUCTION

The City of Visalia Purchasing Division is soliciting bids from qualified contractors for a one-time project to remove and replace the odor control biofilter media and conduct an associated equipment inspection at the Visalia Water Reclamation Facility, located at 7579 Avenue 288, Visalia, California. Bids are being sought from contractors who have a proven record of experience in providing the services required by this Invitation to Bid.

Specifications and Bid Documents: Specifications and bid documents may be obtained free of charge at the Purchasing Division, 707 W. Acequia Street, Visalia, California, or by calling (559) 713-4334, or emailing your request to purchasing@visalia.gov. Documents will be emailed to the requestor. If documents exceed email capacity, a share file link will be provided to the requestor so that the documents can be downloaded by the requestor.

Mandatory Pre-Bid Meetings have been scheduled for this project. Bidder's are required to attend at least one of the mandatory meetings in order to be eligible to bid on project. Meetings will be held at the Water Reclamation Facility located at 7579 Avenue 288, Visalia, CA as follows:

Tuesday, May 12, 2026 at 9:00 a.m. and
Thursday, May 14, 2026 at 9:00 a.m.

Contract Dates: Tentative date of award: June 2026 and Contractor must be able to begin the work as described within this bid upon receipt of the City's Notice to Proceed. The Notice to Proceed shall be issued in writing by the Purchasing Department.

Time of Completion Deadline: The entire project must be completed within one hundred twenty (120) calendar days from the effective date of the Notice to Proceed. The Notice to Proceed will be issued in writing by the Purchasing Department.

Budget Estimate for this project is approximately \$60,000.

Prevailing Wages: Under the requirements of Labor Code section 1782 passed by SB7 and in compliance with City of Visalia Ordinance 2014-13, this public works project is subject to State prevailing wages as specified in document and attachments. Ten (10) days before closing date of the bid, the project manager will review the prevailing wage rates enclosed with this bid for updates. If changes are made, these will be included as an addendum to this bid request. See Section III for additional Department of Industrial Relations Requirements which apply to this project.

License Requirements: No bid will be accepted from a Contractor who is not duly licensed in accordance with the provisions of Chapter 9, Division III of the State of California Business and Professions Code and has a current Class A, General Engineering Contractor's license.

Use of Subcontractors: Your proposal may include subcontractors and you should clearly delineate the responsibilities of each of those participants within your proposal. However, the City will recognize the party legally signing the Bid Proposal as prime contractor and contacting party, who, as such, will assume ultimate responsibility for ensuring compliance with the specifications, terms and conditions of the Invitation to Bid. The Prime Contractor must complete a minimum of 30% of the total amount of work under this contract.

III. CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS, Public Works Contractor Registration Program and Project Labor Agreements

Notice is hereby given that this is a public works project and therefore, subject to DIR monitoring. All contractors and subcontractors bidding and performing work on Public Works Projects must: Register on an annual basis with the California Department of Industrial Relations (DIR) and furnish electronic payroll records to the Labor Commissioner

No contract will be awarded unless that contractor and/or subcontractors are registered with the California Department of Industrial Relations (DIR). Bids submitted by unregistered contractors or that list unregistered subcontractors will be rejected.

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.

If a project labor agreement (the term "project labor agreement" is defined in Public Contract Code 2500(b)(1) as a prehire collective bargaining agreement that establishes terms and conditions of employment for a specific construction project or projects and is an agreement described in Section 158(f) of Title 29 of the United States Code) is used, then it must comply with the taxpayer protection provisions set forth in Public Contract Code section 2500(a). City of Visalia has no ordinances requiring or prohibiting such agreements.

The following statements and requirements are to be included in all City of Visalia public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC). This RFB document becomes a part of the public works contract for this project and therefore, the CLC contract language requirements are incorporated into the contract.

- ☐ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the City of Visalia. Proof of registration for each contractor and subcontractor listed on the bid is required.
- ☐ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- ☐ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the City of Visalia to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodeb.html>.
- ☐ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on

the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

- ❑ In accordance with CLC section 1773.2, the contractor is required, by the City of Visalia, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ❑ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;
 - Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
 - Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.
 - Inform the City of Visalia of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the City of Visalia within 5 working days of any change in their location.
- ❑ The City of Visalia will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- ❑ As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:
 - As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
 - As set forth in CLC section 1775(b)(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.
 - As set forth in CLC section 1775(b)(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.

- As set forth in CLC section 1775(b)(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. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement 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 contract is less than thirty thousand dollars (\$30,000).
- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - 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 section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - The contractor shall continually monitor a subcontractors 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.
 - 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.
 - Prior to making a 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.
- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the City of Visalia.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the City of Visalia 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. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

IV. INSTRUCTIONS

1. Fill out attached Bid Form (Exhibit "A") in ink or typewriting completely.
2. Cross out and initial mistakes in ink and place the correct response next to same.
3. Timely submit Bid in a sealed envelope addressed and marked as follows:

From: Bidder's Name
Bidder's Mailing Address

To: City of Visalia Purchasing Division
707 W. Acequia Avenue
Visalia, California 93291

In lower left-hand corner of envelope, mark bid as follows:

PROJECT: Biofilter Media Replacement & Equipment Inspection
RFB NO. 25-26-16
BID SUBMITTAL DEADLINE: May 28, 2026 at 2:00pm.

Delivery of Bid: When sending a bid via Fed Ex, UPS, etc., it is the responsibility of the Bidder to ensure that Bid is received during open office hours. Office Hours are 7:30am – 5:00pm Monday through Thursday. We are closed on Fridays and major holidays. Bids are not delivered or received when office is closed.

The City utilizes an outside service for delivery and sorting incoming mail, and therefore, mailing a bid via U.S. Mail is not recommended as there could be a delay in receiving bids by the deadline. Bids must be received prior to the deadline. The City will not accept a postmark as evidence of delivery.

Night Drop Box: If delivering a bid after hours, a Night Drop Box is located at Visalia City Hall, 707 W. Acequia Avenue, Visalia, CA 93291. Enter the west parking lot of the building off of Stevenson Street. The Drop Box is labeled "Night Drop" and is located on the building across from the bicycle racks. The Night Drop Box should only be utilized if City Offices are Closed. The Night Drop Box is checked prior to the bid deadline.



4. Submit a security deposit of no less than 10% of the Bid amount to the City with the sealed Bid to guarantee the Bid. City will not consider Bids which are not accompanied by the required security. Security may be made by certified check, cashier's check, or Bidder's bond. Forfeiture of Bid security shall be governed by California Contract Code Section 20172-20174.
5. Submit each of the required Certifications, Affidavits, Bid Guarantees Assurances, Statements and Questionnaires as well as optional waiver(s) to City with the sealed Bid. City will not consider Bids which are not accompanied by the required completed forms.
6. Inquiries: Instructions to Vendors, Specifications and Bid Forms may be obtained by visiting our web site at visalia.gov/purchasing or by calling (559) 713-4334. To prevent misinterpretations, the Purchasing Division would prefer that all questions regarding this RFB be sent by email to: purchasing@visalia.gov.

Deadline for submitting questions regarding this project is Tuesday, May 19, 2026 at 4:00 p.m.

V. SCOPE OF WORK/PROJECT SPECIFICATIONS

References & Basis of Design:

- O&M Manual — Chapter 15 “Odor Control System” (process flow, fans, biofilter overview, operations/maintenance and controls; see Figures 15.1–15.6). See O&M Manual Excerpts below and Exhibit E-1.
- City Technical Specifications (Vol II of IV) — specifically Section 10001 Odor Control Biofilters and associated sections for materials, floor system, irrigation, coatings, and testing/commissioning. See Exhibit E-2.

Scope Summary:

The Contractor shall furnish all labor, materials, equipment, and incidentals to:

1. Remove, transport, and dispose of existing biofilter media from both cells (Cell A and Cell B) of Biofilter No. 1 (BF01), totaling approximately 6,600 square feet of effective media surface area at a 3-foot effective media depth, in accordance with all applicable local, state, and federal regulations. All disposal costs shall be the responsibility of the Contractor and shall be included in the bid price. The Contractor shall provide the City with disposal manifests documenting the quantity and disposal location of all removed media prior to final payment. Following removal, replace with new media meeting the specifications set forth herein;
2. Inspect and assess (no routine maintenance) associated odor control equipment (fans, ducting, dampers, irrigation system, sumps/underdrains, and controls);
3. Clean accessible surfaces only as necessary to facilitate media replacement; no full reconditioning of structural elements is required;
4. Commission and test the system (airflow/smoke test, irrigation coverage, air balancing) and provide documentation.

This is a one-time project limited to media replacement and inspection; no ongoing or annual maintenance is included.

Biofilter System — Key Technical Requirements:

A. Floor & Plenum System

- The existing modular floor and plenum system shall remain in place and shall not be replaced unless determined to be unusable through inspection and authorized in writing by the City. If it is determined that the floor and plenum system needs to be replaced, the Contractor shall replace the modular HDPE/PP perforated floor plates and all associated components to meet the following requirements:
 - Modular HDPE/PP perforated floor plates installed over reinforced concrete slab with a minimum 5-inch air plenum between the concrete and underside of plates. Static pressure drop $\leq \frac{1}{4}$ " w.c. at 10 cfm/ft²; tapered openings (narrowest at top). Structural capacity to support a 25,000 lb rubber-tired backhoe loader ($\approx$ 100 psi wheel pressure).
- The Contractor shall not assume replacement of the floor and plenum system in the base bid; any such work shall be performed only upon written authorization by the City.

B. Liner & Geonet Barrier

- The existing liner and geonet barrier shall remain in place and shall not be replaced unless determined to be unusable through inspection and authorized in writing by the City. If it is determined that the liner and/or geonet barrier needs to be replaced, the replacement shall meet the following requirements:
 - PVC liner: 40 mils, specific gravity 1.2–1.3; field welded and tested per manufacturer recommendations (AccuGeo or equal).
 - Tri-planar geonet barrier (e.g., Tenax Tendrain TD5 or equal): 275 mil thick, density $\sim$ 0.94 g/cc; tensile strength $\sim$ 13 kN/m; compression retention $\sim$ 65% @ 1,200 kp; typical openings $\approx$ 0.25"×0.35"; 12" overlap at joints.
- No full removal or replacement of liner or geonet is included in the base scope.

C. Biofilter Media (Compost "Overs")

- Media shall be 100% screened yard waste compost overs, particle size 2–6", with $\geq$ 90% between 2–4", pH 6–8, debris $\leq$ 1% by weight, stabilized, and free of objectionable odors; place loosely (no compaction) to an effective depth of 3.0 ft, allowing $\sim$ 9" for initial settling/cure.
- Submittals: Provide media gradation reports and a cubic foot sample of the proposed media before procurement/placement.

D. Irrigation System (Hydration & Coverage)

- The existing irrigation system shall remain in place and shall not be replaced or rehabilitated unless individual components are determined to be non-functional through inspection and authorized in writing by the City. If it is determined that irrigation system components need to be replaced, the replacement shall meet the following requirements:
 - Zone controlled irrigation consisting of PVC mains/headers (typ. 1" header per cell, 5/8" connections), gear-driven pop-up sprinklers (ABS), and an in-bed drip grid (polyethylene tubing with $\sim$ 0.6 gph emitters, Netafim or equal), strainers, PRVs, and drains to achieve complete and uniform coverage across the media surface.
 - Controller: ESP MC series (Rain Bird or equal) in NEMA 4X enclosure, 120 VAC in / 24 VAC out, $\geq$ 8 zones, fully programmable.
- Work under this section is limited to inspection and minor adjustments necessary to support media establishment; full system rehabilitation is not included.

E. Drainage Trench Protective Coating

- The existing trench protective coating shall remain in place and shall not be recoated unless determined to be unusable through inspection and authorized in writing by the City. If it is determined that the trench coating needs to be replaced, the replacement shall meet the following requirements:
 - SprayWall (or equal) polyurethane coating applied to the central drainage trench at 120 mils DFT; VOC free; holiday testing per NACE PRO188-99; adhesion per ASTM D4541 (150–200 psi); 10-year warranty.
- No full recoating is included in the base scope; recoating shall only occur if existing coating is deemed failed or unusable and authorized by the City.

F. Fans / Ducting / Dampers

- Inspect foul air FRP/HDPE/PP ductwork, centrifugal fans, and dampers per City of Visalia Technical Specifications, Volume II of IV, including Section 10001 – Odor Control Biofilters and related sections governing odor control systems, materials, and equipment, and O&M Manual Chapter 15 – Odor Control System (including Figures 15.1–15.6 and Table 15.1).
- Inspection shall verify consistency with the design intent and operational requirements identified in these documents, including airflow distribution, material compatibility with corrosive foul air, and functional performance of fans, dampers, and associated controls.
- No routine servicing or maintenance is required; repairs or replacement shall only occur if components are determined to be non-functional and with prior City authorization.

Execution and Contractor Responsibilities:

A. Removal & Cleaning

- Remove, transport, and dispose of existing biofilter media from BF01 (both cells) in accordance with all applicable local, state, and federal regulations; clean structural surfaces including biofilter walls/floors, trench surfaces, and underdrains/sumps as necessary to facilitate media replacement and inspection; all disposal costs shall be included in the bid price, and disposal manifests shall be provided to the City prior to final payment.
- Cleaning shall be limited to what is necessary to facilitate media replacement and inspection; full surface restoration is not required.

B. Installation

- No installation or replacement of liner, geonet, trench coatings, or structural system components is included in the base scope.
- Existing liner, geotextile, underdrain system, and trench coatings shall remain in place and shall not be replaced as part of this work unless determined to be unusable through inspection and authorized in writing by the City.
- Place media loosely; pre wet and cure the bed to field capacity; keep moist for ≈3 weeks prior to full operation.
- Irrigation system adjustments may be performed to support media establishment; full system reconstruction is not included.

C. Associated Equipment Inspection Only

- Inspect fans (belts/bearings), dampers (linkages/actuators), ducting (leaks/cracks), sumps/pumps, and irrigation controls.
- No preventive or routine maintenance shall be performed.
- Repair or replacement of components shall only occur if deemed unusable or non-functional and only upon prior City approval.

- No maintenance allowance is included in the base scope.
- D. Start-Up & Testing
- Smoke test & airflow verification across the beds; adjust dampers/fans for even distribution.
 - Irrigation coverage check and adjustments (zone timing, emitter/sprinkler performance).
 - Air balancing: submit a formal air balance report (record flows, pressures, fan speeds, amperage) consistent with City testing requirements.
 - Submit a commissioning package (photos, test data, settings, O&M notes).
- E. Documentation & Submittals
- Required Submittals: Media gradation reports; cubic foot sample of proposed biofilter media; final air balance report; and commissioning documentation (including test data, photos, and system settings).
 - Conditional Submittals (only if repair or replacement work is authorized by the City): Shop drawings and irrigation layout/schematics; product data and samples for liner and geonet materials; trench coating data (including manufacturer specifications and testing requirements); and any additional submittals associated with the approved repair or replacement work.
- F. Work Sequencing & Continuity of Service
- Coordinate with Plant Operations to maintain odor-control service; submit a staging plan showing bed-by-bed sequencing, temporary controls, and expected durations. (Per O&M Ch. 15, system components and controls must remain operable during normal operations.)

Safety & Environmental:

- Dust/runoff control; proper handling of compost media; liner/coating application per manufacturer safety data; electrical LOTO on fans/controls; disposal per City/environmental regulations. (*General compliance drawn from the City's technical specification framework.*)

Change Orders / Additional Work:

- If, during the course of inspection or construction, the Contractor identifies any components that are unusable or require repair or replacement beyond the base scope, the Contractor shall provide a detailed, itemized cost proposal for the additional work.
- The proposal shall include, at a minimum:
 - Labor (by classification and hours)
 - Materials (quantities and unit costs)
 - Equipment
 - Subcontractor costs (if applicable)
 - Overhead and profit
- No additional work shall proceed without prior written authorization from the City. All proposed changes shall be reviewed and approved by the City's Change Order Committee prior to commencement of the work.
- Failure to obtain written authorization prior to performing additional work shall result in non-payment for such work.

At the conclusion of the work, Awarded Contractor shall provide the City of Visalia Project Manager with a signed Contractor's affidavit that labor codes were followed, and prevailing wage rates were paid. The affidavit must be submitted to the City Project Manager prior to final payment. A sample Contractor's Affidavit is included with this RFB (see Exhibit D).

Awarded Contractor shall follow the requirements of the City of Visalia Labor Compliance Manual (which is made a part of this RFB and contract).

O&M Manual Excerpts:

Odor Control System Process Flow Diagram (Figure 15.1)

Visalia WRF O&M Manual

Chapter 15: Odor Control System

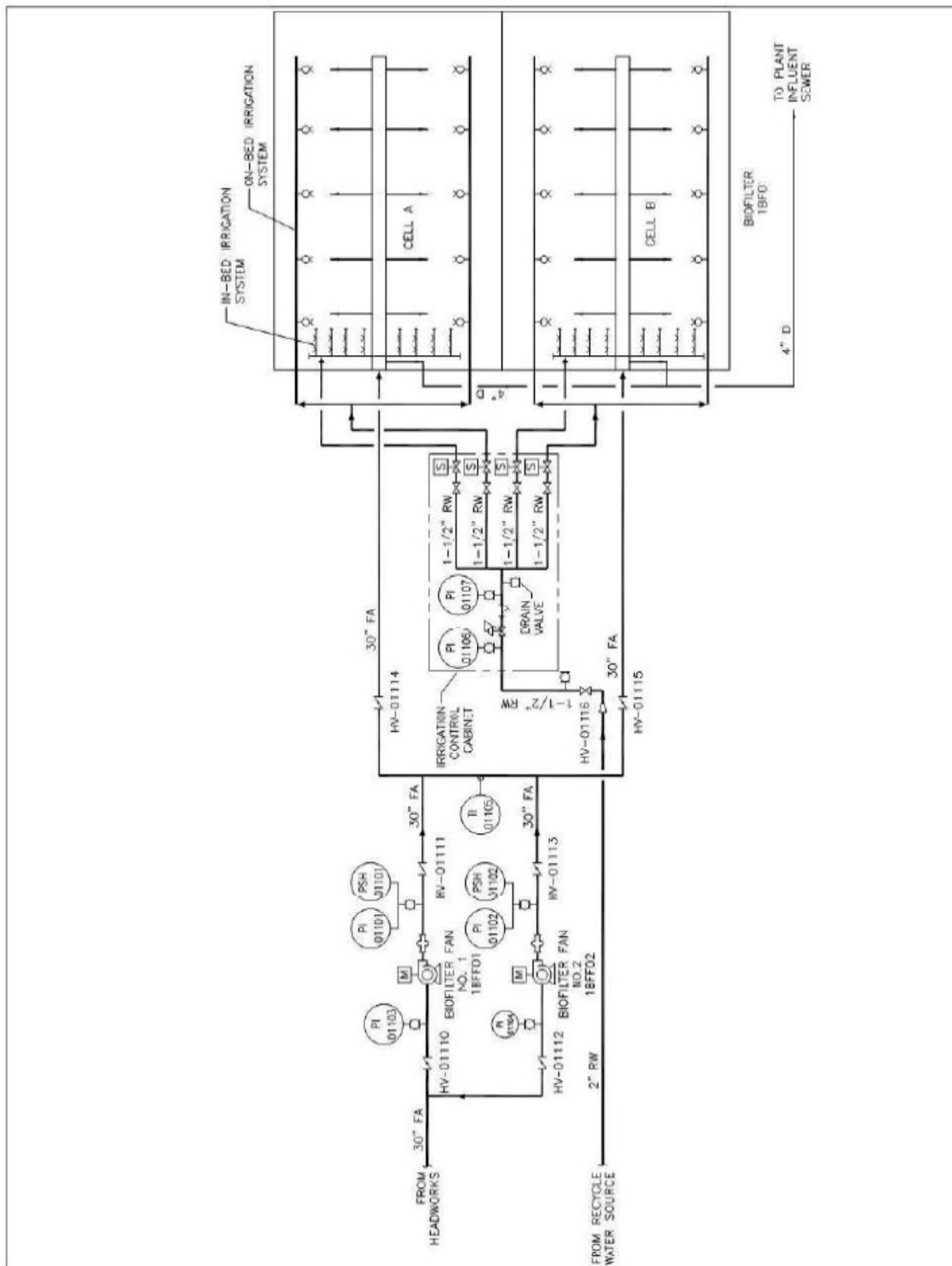


Figure 15.1: Detailed Process Flow Diagram of Odor Control System.

Foul Air Supply Fans (Figure 15.2)



Figure 15.2: Foul Air Supply Fans.

Biological Filter (Figure 15.3)



Figure 15.3: Biological Filter.

Biofilter Fan HOA Selector Switch (Figure 15.4)



Figure 15.4: Biofilter Fan HOA Selector Switch.

Irrigation System Selector Switch (Figure 15.5)



Figure 15.5: Irrigation System Selector Switch.

Partial Single-Line Diagram for Biofilter Fans (Figure 15.6)

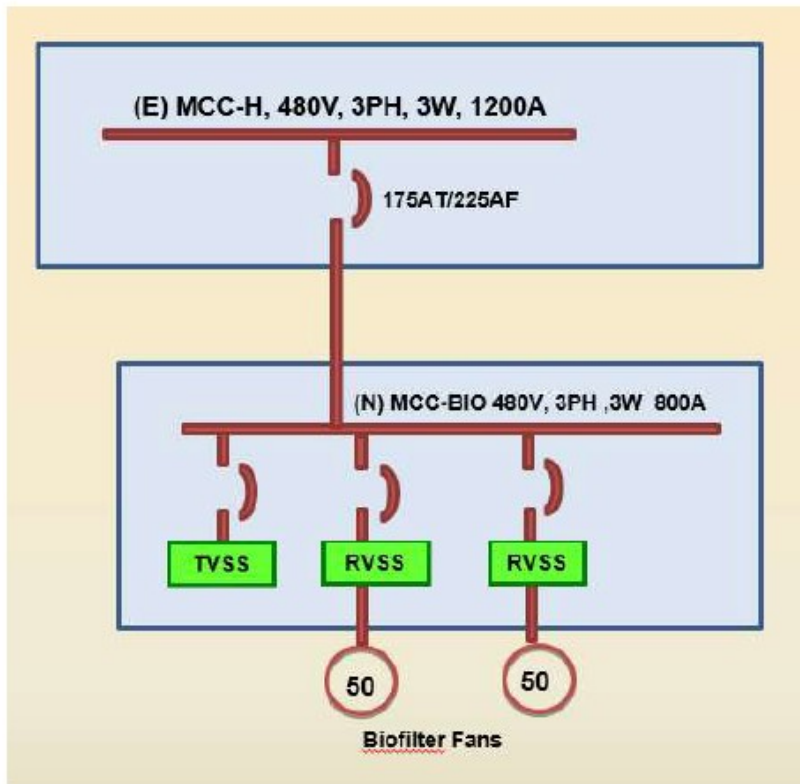


Figure 15.6: Partial Single Line Diagram for Biofilter Fans

VI. PRE-BID MEETINGS

1. Mandatory Pre-Bid Meetings have been scheduled for this project. Bidder's are required to attend at least one of the mandatory meetings in order to be eligible to bid on project. Meetings will be held at the Water Reclamation Facility located at 7579 Avenue 288, Visalia as follows:

Tuesday, May 12, 2026 at 9:00 a.m. and
Thursday, May 14, 2026 at 9:00 a.m.

Information on the project will be available during the meetings and time is designated for Contractors to ask questions about the work/contract. It shall be the responsibility of the Contractor to have acquired full knowledge of the job site, scope of work and any problems or difficulties that may affect the work proposed.

VII. BID OPENING AND CONFIDENTIALITY

1. Bid Opening. Bids shall be opened publicly in the presence of attendees, if any, on May 28, 2026 at 2:00 p.m. at 707 W Acequia, Visalia CA, City Hall. The name of each Bidder and the amount of each Bid shall be read aloud and summarized on a Bid Summary sheet. The bid summary sheet is open to public inspection at the Bid opening and after the City has made an Intent to Award decision. Other Bid information will not be available for public review during the evaluation phase.
2. Bid Confidentiality. The City favors full and open disclosure of all Bid records. The City will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. By submitting a Bid, a Bidder agrees to indemnify and defend the City against all claims or actions brought against it to seek access to, or compel disclosure of, any records or documents in the City's possession.

After the award, the City intends that its selection process will be open and public. Respondents are advised that the California Public Records Act ("PRA") provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. The Federal Freedom of Information Act ("FOIA") contains a similar provision. Each Bidder shall clearly identify any information within its Bid that it intends to ask the City to withhold as exempt under either the PRA or FOIA. Any information contained in a Bidder's submission which the Bidder believe qualifies for exemption from public disclosure as "Proprietary" or "Confidential" must be identified as such at the time of first submission of Bidder's Bid to this RFB. Any failure to identify information contained in a Bidder's Bid to this RFB as "Proprietary" or "Confidential" shall constitute a waiver of Bidder's right to object to the release of such information upon request under either Act.

VIII. AWARD

1. Most Responsive, Responsible Bidder. A Contract (substantially similar to that attached hereto as Exhibit "C" with Attachments 1-2) shall be awarded with reasonable promptness by appropriate written notice. Award shall be made to the lowest bidder whose bid is deemed both responsive and responsible and meets the criteria and specifications set forth in this RFB. A responsible Bidder is one who has the capability, financial capacity and integrity to perform the contract. A responsive Bidder is one who commits to all of the material terms, for example, price, quantity, quality and delivery, of this RFB. Contractor must return a signed copy of the contract provided by the City with its Award Notice to City within ten (10) working days of receipt thereof.

2. Reservation of Rights. The City reserves the right to reject any item or items in the Bid; to waive informalities, technical defects, and minor irregularities in Bids received; and to select the Bid(s) deemed most advantageous to the City.

IX. PROTESTS/APPEALS

Because it is essential that Bidders have confidence in the procurement procedures for soliciting and awarding contracts, it is the policy of the City to offer Bidders the opportunity to appeal award of contracts. The following procedures shall apply in regard to appeals:

1. Any actual Bidder who is aggrieved in connection with this RFB or award of a contract hereunder may protest to the City of Visalia Purchasing Division in writing within five (5) working days after such aggrieved Bidder knows, should have reasonably known, or could reasonably be expected to know of the facts giving rise thereto; and
2. Should identify only the areas regarding bid contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest in the rating process and inappropriate or unfair competitive procurement grievance regarding the Bid process.
3. The City's Purchasing Division shall have the authority to settle and resolve each protest. The resolution will be provided to Bidder in writing within five (5) working days of receipt of the appeal unless the Bidder is notified more time is required.
4. Further levels of appeal may be made in accordance with the appeals provision contained in Chapter 5 of the City's "Purchasing and Contract Procedures" which is available through City's Purchasing Division.

X. SPECIAL CONDITIONS

1. Project Administrative Issues

- a. Complete Project. The successful Bidder shall be responsible for providing all materials, taxes, labor, equipment and services necessary to fulfill the requirements of this RFB. It is the intent of this RFB and related agreement to describe a functionally complete project.
- b. Quantities/Change Orders. The City reserves and shall have the right to make such changes to the work as may be necessary and desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Project Manager shall be and is hereby authorized to make such changes, in the work as may increase or decrease the originally awarded contract quantities and/or total contract cost. The Contract Price, or the amount due the Contractor will only be reduced/increased after the price change is reviewed and authorized by the City of Visalia Change Order Committee.

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order not executed by the Contractor, the Contractor shall submit a written protest to the Project Manager within 15 days after the receipt of the approved contract change order and the procedures outlined in Section 4-1.03 of the Standard Specifications apply.

If a requested change order is sent back to the Contractor for revisions, the Contractor has 15 (fifteen) calendar days to resubmit.

Changes shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such changes as if the altered work had been a part of the original contract. These changes which are for work within the general scope of the contract shall be covered by Change Orders issued by the City. Change orders for altered work shall include extensions of contract time where, in the Project Manager's opinion, such extensions are commensurate with the amount and difficulty of added work.

Excessive altered work shall be covered by supplemental agreement that is subject to funding agency approval as applicable. If the City and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the City reserves the right to terminate the contract with respect to the item and to make other arrangements for its completion.

- c. Omitted Items. Project Manager is authorized to omit minor contract items. Major items must be omitted by supplemental agreement.
- d. Extra Work. Contractor is prohibited from doing extra work, unless authorized in writing by Project Manager before the work is done. The Project Manager should obtain authorization from the Change Order Committee before agreeing to extra work requested by the Contractor. In the instances where it is necessary for the work to be done immediately, the Project Manager may authorize the work prior to taking the additions to the Change Order Committee. Payment for approved Extra Work shall be as agreed to in writing by the Project Manager prior to the Extra Work being completed or the Change Order Committee shall approve an increase in a Change Order issued after the Extra Work is completed. No additional payment is due for unauthorized Extra Work.

If the Project Manager authorizes Extra Work but the payment for the Extra Work has not been agreed to in writing prior to the work being completed, then Contractor shall submit to the Project Manager the documentation required for a Change Order within forty-five (45) days of completing the Extra Work. The Project Manager will submit a Change Order request for review and approval by the Change Order Committee. If the Contractor does not submit any documentation within that time period the Project Manager may move forward with issuing a Change Order to adjust the contract price.

- e. Removal of Obstructions. Contractor shall remove and dispose of all structures, debris or other obstructions of any character required for completion of the project. Any temporarily removed or relocated items shall be replaced.
- f. Clean Up. Prior to acceptance and final payment, Contractor shall clean up the site of work, and any areas occupied by Contractor in connection with the project.

2. City-Contractor Relations

- a. Project Manager's Responsibility and Authority. City will designate a Project Manager. All work shall be done under the general supervision of such Project Manager or his or her designee(s). The Project Manager shall decide issues of quality and acceptability of materials, work performance, rate of progress of work, interpretation of drawings and specifications, and all questions related to fulfillment of the contract for the project. Project Manager shall not have control over acts or omissions of the Contractor, Subcontractors, their agents or employees.
- b. Contractor/Contractor's Superintendent. Contractor shall bear all responsibility for, and have all control over, the construction means, methods, techniques, sequences, procedures and safety precautions or programs related to the project. Contractor may designate a superintendent.
- c. Project Site/Existing Utilities and Structures.

- (1) Contractor shall take care to avoid, but shall be responsible for, all damage to existing structures, including, but not limited to, sewers, water service, drains and culverts, underground utilities and the like.
 - (2) USA Notification. Contractor shall notify underground service alert ("USA) of times and locations of proposed excavations.
 - i. Contractor shall notify owners of and be responsible for damage to utilities and substructures.
 - ii. If damage occurs to an unknown utility, Contractor shall repair the utility.
 - iii. Contractor shall not make connection to or draw water from any hydrant or pipeline without first obtaining permission to do so.
 - d. Signs, Barricades, and Notice. Contractor must provide and maintain proper barricades, fences, signal lights, watchmen, and notice in general to the surrounding public, in accord with local, federal, and state requirements.
 - e. Labor
 - (1) Workmanship. Workmanship shall be equal to the best general practice of modern day fabrication shops and good construction practice.
 - (2) Qualification. Contractor shall ensure that each employee who works on this project is qualified to perform their assigned duty in a safe manner.
 - f. Control of Materials:
 - (1) Source of Supply and Quality of Materials Guarantee. All materials, parts and equipment supplied by the Contractor shall be new and of a quality equal to that specified. Materials which become unfit for use shall not be used for the project.
 - (2) Equivalent Materials. Trade names or manufacturer's catalog information, where used, are a means of indicating kind, type, design, style, finish, durability or quality desired and are not intended to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those specified. The burden of proof of compliance with the specifications is the responsibility of Contractor. City shall be the sole judge as to the adequacy of any item for substitution.
 - (3) Manufacturer's Directions. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - g. Storage of Materials. Materials shall be stored to ensure the preservation of their quality and fitness for the project.
 - h. Materials and Shop Drawing Submittals. If applicable, Contractor shall submit to Project Manager for approval, two (2) copies of the materials list and detailed dimensional shop drawings covering all Contractor-furnished items of equipment. Prior approval by Project Manager is required. Such approval shall not relieve the Contractor from the responsibility of deviation from the Contract unless Contractor has, in writing, called to the attention of the Project Manager such deviations.
3. **Legal Responsibilities.**
- It is the responsibility of Contractor to comply with all local, state, and federal laws and regulations which apply to this project. This includes, but is not limited to, compliance with Uniform Building, Plumbing, Mechanical, Electric, and Fire Codes. Contractor shall provide a safe working environment in compliance with the Occupational Safety and Health Act, and California Health and Safety Codes.

Additionally, Contractor shall secure all necessary permits, licenses, and similar requirements to carry out the project. Contractor shall comply with all applicable labor laws, and ensure against discrimination.

XI. GENERAL CONDITIONS

1. It is the policy of the City to provide equal opportunity to all candidates when selecting Bidders to provide public services. Bidders are expected to be equal opportunity employers.

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice. Individuals and/or entities submitting bids/proposals to the City of Visalia will not be discriminated against on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, gender, gender identity or expression, sexual orientation, or military and veteran status in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.

Bidder shall provide to the City a list of all instances within the last ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken is required.

2. Post-Closing Date Corrections are prohibited.
3. Bids will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Bidder.
4. Bids must be submitted on or before the Closing Date. Any Bids received after the Closing Date shall be returned, unopened, to the Bidder, provided the request number, opening date, and Bidder's return address are on the envelope.
5. Bids may be withdrawn prior to the Bid Closing Date by writing to the Purchasing Division.
6. Telegraphic, telephonic, electronic and facsimile Bids and withdrawal requests will not be accepted.
7. Prices submitted are considered accurate for a period of ninety (90) days and cannot be withdrawn after the Closing Date.
8. All Bids are the property of the City after submission.
9. City is not responsible for Bid errors and omissions.
10. Bids should be prepared in a straightforward, concise manner. Information provided which was not specifically requested will be considered only in City's discretion.
11. A written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFB. Respondent is

responsible to contact City's Purchasing Division prior to submitting a Bid to determine if any amendments were made to the RFB.

12. Any contract resulting from the RFB will be jointly administered by the City's Purchasing Division, and the Department requesting Bids.
13. Prior to conducting business in the City, a business tax certificate (license) must be obtained. Call 559-713-4326 for more information.
14. Bidder shall provide insurance as required by law and as indicated in the proposed contract.
15. Bidder shall maintain all personnel files and payroll records for employees used to implement the proposed contract.
16. Bidder shall withhold, pay and report all taxes and issue W-2 forms at the end of each calendar year for employees used to implement the proposed contract.
17. Pursuant to the City's Charter, all other things being equal, tie Bids shall be awarded to a local merchant to the extent quality and prices are equal. If neither is a local vendor, the Bid shall be awarded by the flip of a coin by the Purchasing Division in the presence of at least one witness.
18. The City may make such investigation of the Bidder and information in the Bid as it determines necessary. This may include the collection of criminal history information, contractual and business associations and practices, employment histories and reputation.
19. All California agencies may purchase off the Proposal submitted at the same prices, terms, conditions and specifications. The City of Visalia shall incur no responsibility in connection with another agency's purchase.
20. Each Bidder, will be required to submit Certifications, Affidavits, Bid Guarantees, Assurances, Statements and Questionnaires which are attached in Exhibit "B".
21. The quantities given on the Bid Proposal form and any related contract documents are approximate only. They are given as a basis for comparison of Bids. The City of Visalia does not, expressly or impliedly agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of work, or to omit portion of the work, as the City deems necessary or advisable, at the prices Bid.
22. Bidders shall satisfy themselves by personal examination of the work site, specifications, plans, and other contract documents, and by any other means as they believe necessary, as to the actual physical conditions, requirements, and difficulties under which the project must be performed. The submission of a Bid shall be conclusive evidence that the Bidder has investigated, and is satisfied as to the conditions encountered, as to the character, quality, and quantities of work to be performed, and the materials to be furnished, and as to the requirements of the RFB and the City. No allowance shall subsequently be made because of lack of such examination or knowledge.
23. All Bidders are required to make a Bid on the complete Bid Form (Exhibit "A"). Contractor may be required to submit Proposals on alternate items. The City reserves the right to award the contract based on the lowest combination or combinations of Proposal items and alternate proposed items.
24. Bid Form may specify a line item for sales tax. When the Bid Form does not contain a line item for sales tax, no mention shall be made in the Proposal of sales tax, use tax or

any other tax, as all amounts Bid will be deemed and held to include any such taxes, which may be applicable.

25. Only one Bid may be submitted as a “Prime Contractor” for the same work by any firm, individual, partnership, corporation or combination thereof. A Contractor submitting a Bid as a Prime Contractor may not also submit sub-Bids to other competing Prime Contractors. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such individual, firm, partnership, corporation or combination thereof is interested. A Contractor who is not submitting a Bid as a Prime Contractor may submit any number of sub-Bids to competing Prime Contractors.
26. The City of Visalia is not liable for any costs incurred by Bidder in responding to this Request for Bid.
27. EXECUTIVE ORDER N-6-22 – Russia Sanctions - On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

XII. POST AWARD RESPONSIBILITIES

1. Written Contract with City. A written agreement in a form similar to that attached to this Request for Bid as Exhibit “C” with Attachments 1-2 must be entered into between the City and the Contractor to whom the project is awarded. The Agreement forms the basis for the contractual obligation between the parties regarding the project. A contract will be provided with the Notice of Award and must be executed and returned to City within ten (10) working days of the date of award notification unless otherwise agreed.
2. Post Award Meeting. Subsequent to the award of contract, the Contractor shall meet with the Project Manager prior to the start of work to discuss any problems or questions that may arise. Contractor shall contact the Project Manager within ten (10) days of the date of the Notice to Proceed to arrange this meeting.

City Project Manager: Rehana Lustyan
Department: Public Works – Water Reclamation Facility

3. Post-Award Responsibilities. Upon execution of the Agreement between the City and the Contractor, the Contractor shall immediately report all changes in its Articles of Incorporation, By-Laws, or Tax-Exempt status to the City.
4. Insurance. Contractor shall obtain and maintain the minimum insurance coverage outlined Exhibit “C”, Attachment 2. Contractor shall provide evidence of such insurance to City’s Purchasing Division prior to commencement of work on the project.
5. Required Bonds: The Bidder(s) awarded contract(s) pursuant to this RFB will be required to provide to the City of Visalia: 1) a “Performance Bond” and 2) a “Payment Bond”, each in the amount of 100% of the contract amount within ten (10) working days of the date of the “Notice of Award”. According to City standard the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best

A: VIII rated surety. The Performance bond shall remain in force for one year after the date of completion.

Contractor shall provide a One year "Maintenance Bond" in the amount of 10% of the contract amount. Maintenance Bond shall be submitted to the Project Manager prior to final payment request. Maintenance period shall begin at project completion date and remain in effect for one year

Upon determination by the City that a contract has been entered and Contractor has provided all of the information that it is required to provide pursuant to this RFB, City will issue, in writing, a notice to proceed on the project to Contractor.

EXHIBIT "A"

BID FORM RFB NO. 25-26-16

**Project: BIOFILTER MEDIA REPLACEMENT & ASSOCIATED EQUIPMENT INSPECTION AT
VISALIA WATER RECLAMATION FACILITY**

TO: THE CITY OF VISALIA PURCHASING DIVISION:

In compliance with the City's Notice Inviting Sealed Bids No. 25-26-16 dated: _____, the undersigned BIDDER hereby proposes to furnish all materials, taxes, equipment, tools, labor appurtenances and incidentals required for the above stated project as set forth in the RFB, including all Exhibits and related contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Instructions to BIDDERS, and the contract requirements. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the time and manner prescribed will result in forfeiture to the City of the Bid Guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in amounts bid, unit prices shall govern over extended amounts.

BIDDER hereby agrees to execute a contract and provide bonds within ten (10) working days, or such further time as may be allowed in writing by the Purchasing Division, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the BIDDER does not, the accompanying Bid Guarantee shall be forfeited to the City of Visalia as liquidated damages, and said Purchasing Division may proceed to award the contract to others.

BIDDER agrees to commence the work within ten (10) calendar days after the effective date of the Notice to Proceed and to complete the work within one hundred twenty (120) calendar days, unless extended in writing by the Purchasing Division.

BIDDER shall pay the City LIQUIDATED DAMAGES in the amount of seven hundred fifty dollars (\$750) a day for each calendar day the project is delayed beyond the "TIME OF COMPLETION DATE".

BIDDER proposes to furnish a Payment Bond in the amount of one hundred percent (100%) and a Performance Bond in the amount of one hundred percent (100%) of the agreement, as surety condition for the full, complete and faithful performance of the agreement. In addition, Contractor shall furnish a Maintenance Bond in the amount of 10% of the agreement, prior to final payment request. Maintenance period shall begin at project completion date and remain in effect for one year. According to City standards the surety company must be a California Admitted Surety to its specified dollar limitation AND a current A.M. Best A: VIII rated surety.

BIDDER agrees to abide by all requirements of the Department of Industrial Relations (DIR) applicable to this public works contract and specified in the City of Visalia Labor Compliance Manual, including but not limited to assuring valid DIR registration numbers for all Contractors and Subcontractors performing work under this contract, payment of state prevailing wages, and uploading certified payrolls to the Labor Commissioner.

BIDDING AGENCY:_____

BIDDER further declares that he/she has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid.

LOWEST BID WILL BE BASED ON THE LOWEST TOTAL BID AMOUNT. Bid will be awarded to the lowest bidder whose bid is deemed both responsive and responsible and meets all specifications of RFB 25-26-16.

BIDDER has read and hereby agrees to the conditions stated in this proposal by affixing his/her signature on bid form.

Instructions: Bidder shall enter **Unit Price** and **Extended Amount** for each item. If a discrepancy exists between unit price and extended amount, the **unit price controls**. Totals include all labor, materials, taxes, equipment, incidentals, overhead, and profit.

No.	Item Description (Per specifications of RFB 25-26-16)	Unit	Estimated Quantity (A)	x	Unit Price (B)	=	Extended Amount (C)
1	Mobilization / Demobilization / Site Protection	LS	1	x	\$ _____	=	\$ _____
2	Remove & Dispose Existing Biofilter Media (all beds)	LS	1	x	\$ _____	=	\$ _____
3	Surface Cleaning (biofilter walls/floors, trench & underdrains; pressure cleaning to restore surfaces)	LS	1	x	\$ _____	=	\$ _____
4	Biofilter Media – Furnish, Deliver, Place (100% screened yard-waste compost overs; see spec)	CY	920	x	\$ _____	=	\$ _____
5	Associated Equipment Inspection and Assessment Only (no routine maintenance)	LS	1	x	\$ _____	=	\$ _____
6	Testing & Commissioning (smoke test, irrigation coverage, air balancing report)	LS	1	x	\$ _____	=	\$ _____
TOTAL BID AMOUNT (Items 1-6)							\$ _____

Notes:

- Required submittals include media gradation reports, cubic foot sample of proposed biofilter media, final air balance report, and commissioning documentation (including test data, photos, and system settings). Media submittals (gradation & sample) shall be approved prior to mobilization.
- Conditional submittals (only if repair or replacement work is authorized by the City) include shop drawings and irrigation layout/schematics; product data and samples for liner and

geonet materials; trench coating data; and any additional submittals associated with the approved work.

- Air balance report and full commissioning package are required at closeout.
- All work shall maintain odor control service via staged construction and coordination with Operations (see O&M Ch. 15).
- This contract is limited to one-time media replacement and inspection; no ongoing or annual maintenance is included.

(1) _____
Bidding Agency

(2) _____
Corporation, Partner, Joint Venture

(3) _____
Business Address City State Zip Code

Telephone Number

Email Address

(4) _____
Signature of Authorized Person (Date)

Type or Print Authorized Person's Name

PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE

(1) If the BIDDER is an individual, enter name here in style used in business; if a joint venture, exact name of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation.

(2) If BIDDER is other than an individual, identify here its character, i.e., joint venture, partnership, corporation, including the state of incorporation. If BIDDER is an individual operating under a trade name, state "an individual dba (trade name in full)".

(3) State on this line, the address to which all communications and notices regarding the Bid Proposal, and any contract awarded thereunder, are to be addressed.

(4) If BIDDER is a joint venture, signature must be by one of the joint venturers, and if one or both of the joint venturers is a partnership or a corporation, each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his/her signature. Where BIDDER is a partnership or corporation, the names of all other general partners, or the president or secretary of the corporation and their business addresses must be shown below.

Note: All names must be typewritten under written signature. All Addresses must be complete with street number, city, state and zip code.

BIDDING AGENCY:_____

BIDDING CONTRACTOR'S LICENSE INFORMATION:

STATE CONTRACTOR'S LIC. CLASS:_____ **#** _____ **EXP. DATE:**_____

STATE D.I.R. REGISTRATION # _____

FEDERAL TAX I.D. # _____

CITY OF VISALIA BUSINESS TAX CERTIFICATE # _____ (A City Business Tax Certificate (license) is not required to submit a bid; however, vendor is required to obtain a City License prior to commencement of work or if vendor is presently transacting business within the City of Visalia, regardless of whether the business address is actually located within the City. Contact the business License Division for clarification of questions at 559-713-4326.

CONTRACTOR'S REFERENCES: The following are the names, addresses, and telephone numbers for at least three (3) agencies for which BIDDER has performed work similar in size and scope within the past two (2) years.

REFERENCE 1

NAME OF AGENCY:_____ **CONTACT PERSON:**_____

AGENCY ADDRESS:_____ **PHONE #:**_____

REFERENCE 2

NAME OF AGENCY:_____ **CONTACT PERSON:**_____

AGENCY ADDRESS:_____ **PHONE #:**_____

REFERENCE 3

NAME OF AGENCY:_____ **CONTACT PERSON:**_____

AGENCY ADDRESS:_____ **PHONE #:**_____

DESIGNATION OF SURETIES

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance.

COMPANY NAME:_____ **TYPE OF INSURANCE:**_____

ADDRESS:_____ **TELEPHONE#** _____

COMPANY NAME:_____ **TYPE OF INSURANCE:**_____

ADDRESS:_____ **TELEPHONE#** _____

COMPANY NAME:_____ **TYPE OF INSURANCE:**_____

ADDRESS:_____ **TELEPHONE#** _____

SUBCONTRACTOR LISTING**BIDDING AGENCY:**

The undersigned hereby designates below for the project, opposite various portions of the work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the of the total bid. All work not listed below shall be performed by the undersigned BIDDER. It is understood that the BIDDER, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated without the approval of the Project Manager.

SUBCONTRACTOR INFORMATION & TRADE CLASSIFICATION (CIRCLE ALL THAT APPLY)

1.	Subcontractor Name:	Performing ____ % of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
	DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
			Cement Mason	Laborers	Roofers	Other: _____
			Drywall Finisher	Millwrights		
2.	Subcontractor Name:	Performing ____ % of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
	DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
			Cement Mason	Laborers	Roofers	Other: _____
			Drywall Finisher	Millwrights		
3.	Subcontractor Name:	Performing ____ % of project work	Asbestos	Drywall/Lathers	Operating Engineers	Sheet Metal
	Business Address:		Boilermaker	Electricians	Painters	Sound/Comm
	Email Address:		Bricklayers	Elevator Mechanic	Pile Drivers	Surveyors
	CSLB #	Expires:	Carpenters	Glaziers	Pipe Trades	Teamster
	DIR Registration #		Carpet/Linoleum	Iron Worker	Plasterers	Tile Worker
			Cement Mason	Laborers	Roofers	Other: _____
			Drywall Finisher	Millwrights		

* Note: If more space is needed to list additional subcontractor and trade classifications, please list remaining subcontractors on a separate sheet of paper and submit with Bid.

BID GUARANTEE

Known all men by these presents:

That we, _____ as principal and _____ as surety, are held and firmly bound unto the City of Visalia (obligee) in the sum of ten percent (10%) of the total amount of the bid of the principal, to be paid to the said City or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presented.

In no case shall the liability of the surety hereunder exceed the sum of \$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the above mentioned bid to the City of Visalia for certain construction specifically described as follows, for which bids are to be opened at _____ on _____ for improvement of

Invitation to Bid No. 25-26-16

**Project: Biofilter Media Replacement & Associated Equipment Inspection at
Visalia Water Reclamation Facility**

NOW THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed form in accordance with the bid, and files the two bonds with the City of Visalia, one to guarantee faithful performance and the other to guarantee payment of labor and materials, as required by law, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 2026

Company (Principal): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

Company (Surety): _____

Business Address: _____

Signature: _____ Date: _____

Name of Signing Official: _____ Title: _____

Company Seal (if any):

Note: Signatures of those executing for the surety must be properly acknowledged.

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code section 112 and Public Contract Code 7106 the bidder declares that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Date

Note: The above Non-collusion Affidavit is part of the Bid/Proposal.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

WORKERS' COMPENSATION INSURANCE CERTIFICATE
(CALIF. LABOR CODE § 3700)

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires 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 under this contract.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company: _____

Business Address: _____

Signature: _____ Date: _____

Name & Title of Signing Official: _____

Company Seal (if any)

Note: Executive Order 11246 has been rescinded effective January 2025.

OWNERSHIP DISCLOSURE AND CALIFORNIA LEVINE ACT STATEMENT

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/
Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company

Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers,
directors and all stockholders owning more than 10% equity interest in corporation:

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also known as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than \$500 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members,
https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names
of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$500 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract?
YES:____ NO:____. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name

Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signature of Company Authorized Individual

Print or Type Name of Authorized Individual

Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY(Authorized Signature)	DATE EXECUTED
PRINTED NAME OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355©, that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

- ☐ The Contractor is not:
- (1) Identified on the current list of persons and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (2) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000 over the life of the contract (up to 5 years).

Signature:_____ Printed Name:_____

Title:_____ Agency Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or eligibility to bid on contracts for three years.

**CERTIFICATE OF NONSEGREGATED FACILITIES
(BIDDERS/SUBCONTRACTORS)**

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____ Date: _____

Title of Signing Official: _____

Company Seal (if any):

CERTIFICATION OF ANTI-KICKBACK COMPLIANCE**(48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 8741; and 40 U.S.C. (c))**

By submission of a Bid, the BIDDER certifies that it has read the "Anti-Kickback Procedures," referenced above and that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in that provision, relating to the award of the Contract. By commencing performance of the Contract work, the selected BIDDER certifies to Anti-Kickback Compliance.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

CLEAN AIR ACT AND WATER POLLUTION CONTROL CERTIFICATION**CLEAN AIR ACT 42 U.S.C. § 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT
as amended
(33 U.S.C. § 1251-1387). 49 CFR, Part 18, Section 18.36)**

BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official: _____

Title of Signing Official: _____

Date: _____

Company Seal (if any):

EXHIBIT "C"
SAMPLE PROJECT AGREEMENT
BIOFILTER MEDIA REPLACEMENT & ASSOCIATED EQUIPMENT INSPECTION AT THE
WATER RECLAMATION FACILITY
(City of Visalia Bid No. 25-26-16)

This Agreement, entered into and effective this _____ day of _____, 2026 ["Effective Date"], by and between the City of Visalia, hereinafter referred to as the "CITY", and _____ hereinafter referred to as the "CONTRACTOR", "BIDDER", or "SUBRECIPIENT".

R E C I T A L S

WHEREAS, CONTRACTOR is an _____ (insert individual or entity type) with a primary business address of _____ and SSN or EIN: _____; and

WHEREAS, CITY is a municipal corporation and Charter Law City; and

WHEREAS, CITY desires completion of the Biofilter Media Replacement & Associated Equipment Inspection Project, which was let to bid on _____ as evidenced by Bid No. 25-26-16 (the "Project"); and

WHEREAS, City of Visalia reviewed and evaluated responses to the Bid and determined to award a contract to CONTRACTOR for the Project; and

WHEREAS, CONTRACTOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if CONTRACTOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, CONTRACTOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT
Attachment 1	General Contract Provisions
Attachment 2	Insurance Requirements
Attachment 3	City of Visalia Bid 25-26-16 Biofilter Media Replacement & Associated Equipment Inspection
Attachment 4	CONTRACTOR's bid in response to Bid No. 25-26-16

3. CONTRACTOR SCOPE OF SERVICES and COMMITMENTS*:

CONTRACTOR shall provide the following services for the stated compensation on or before the stated completion dates ("Scope of Services"):

All work described in Scope of Services in Bid No. 25-26-16

4. CITY COMMITMENTS:

CITY shall perform the following tasks on or before the stated completion dates:

TASK	COMPLETION DATE
Pay Contractor as work is completed and invoiced	As requested by Contractor

5. COMPENSATION:

CITY shall pay CONTRACTOR compensation for services as indicated in Paragraph 4 above; however, CITY shall pay not more than the following amount as total compensation under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on invoices, receipts, time sheets and similar documents presented by CONTRACTOR to CITY.

Total Compensation:	\$
Source of Funds:	Local Revenues
Payment Schedule:	Within 30 days from receipt of approved invoice for completed work, less 5% retention until 35 days after work is completed and accepted by CITY as evidenced by the recordation of a Notice of Completion*

*CONTRACTOR may elect to avoid the 5% retention by depositing securities of equivalent value pursuant to California Public Contract Code Section 22300.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CONTRACTOR

Dated: _____

By: _____

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for CONTRACTOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR.

CITY OF VISALIA

Dated: _____

By: _____

City Manager

Dated: _____

By: _____

City Attorney

Dated: _____

By: _____

City of Visalia Risk Manager

Dated: _____

By: _____

City of Visalia Project Manager

Exhibit "C"
Attachment 1
GENERAL CONTRACT PROVISIONS

- A. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- B. **Prohibition of Assignment:** Neither party shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- C. **Notices:** Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONTRACTOR, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA
707 W. Acequia Ave.
Visalia, CA 93291
Attention: City Clerk

CONTRACTOR

Attention: _____

- D. **Independent Contractor:** It is understood and agreed by the parties herein that CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time CITY employees.
- E. **Jurisdiction/Venue/Waiver Of Removal:** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONTRACTOR hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- F. **Integration/Modification:** This Agreement and each of the documents and exhibits or attachments referenced herein, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.
- G. **Conflict With Law:** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- H. **Indemnification:** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the CONTRACTOR's performance of this Agreement, except claims arising from the concurrent or sole negligence of the CITY or its officers, agents or employees. The CONTRACTOR will indemnify, hold harmless, and defend (at CITY's option) the CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of the CONTRACTOR's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents, or employees.
- I. **Guarantees and Warranties:**
1. **IN GENERAL:** All guarantees and warranties specifically called for by the specifications and/or this Agreement shall expressly run to the benefit of the CITY.

2. **ONE YEAR GUARANTEE:** Besides guarantees required elsewhere, CONTRACTOR shall and hereby does guarantee the project work for a period of one year after the date of acceptance by CITY.
3. **WARRANTIES:** Warranties required by the Invitation to Bid or this Agreement shall commence on the date of acceptance of the work by CITY, unless otherwise provided in a Certificate of Substantial Completion.

CONTRACTOR warrants that the materials and equipment furnished under the Agreement will be new and of recent manufacturer unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Agreement. Work that does not conform may be considered defective. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

CONTRACTOR warrants that title to all work covered by an application for payment will pass to the CITY either by incorporation in the construction or upon the receipt of payment by the CONTRACTOR, whichever occurs first, free and clear of all liens.

CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to CITY no later than the time of payment free and clear of all liens.

No materials or supplies for the project shall be purchased by the CONTRACTOR or SUBCONTRACTOR subject to any mortgage or under a condition of sale contract or other agreement by which an interest is retained by the seller. CONTRACTOR warrants that it has good title to all materials and supplies used by it in the project, free from all liens.

CONTRACTOR shall indemnify and hold CITY harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workers, mechanics, material persons, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, incurred in furtherance of the performance of this Agreement. CONTRACTOR shall, at CITY's request, furnish satisfactory evidence that all obligations of the nature here and above designated have been paid, discharged, or waived. If CONTRACTOR fails to do so, then CITY may, after having served written notice on the CONTRACTOR, either pay directly unpaid bills, of which the CITY has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance of the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations on the CITY to either the CONTRACTOR or its surety. In paying any unpaid bills of the CONTRACTOR, the CITY shall be deemed the agent of the CONTRACTOR and any payment so made by the CITY shall be considered as payment made under the contract by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

Any defective work that is either corrected or replaced shall be warrantied and guaranteed for a period of one year from the date of such correction or replacement.

- J. **Attorney's Fees:** In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. **Headings:** Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

- L. Firearms Prohibited:** Guns may not be carried by contractors /vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/ consultant is caught carrying a gun, without City permission, their contract will be terminated.
- M. Executive Order N-6-22 – Russia Sanctions**
On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
- N. Time is of the Essence:** Time is of the essence in the performance of the construction anticipated by this Contract.
- O. Liquidated Damages:** CITY AND CONTRACTOR ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE FOR THIS PROJECT. THEREFORE, FOR EACH DAY THE PROJECT IS DELAYED BEYOND THE AGREED COMPLETION DATE OF ONE HUNDRED TWENTY (120) CALENDAR DAYS, IT WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF THE DETRIMENT TO CITY. THE PARTIES HAVE DETERMINED AND AGREED THAT THE ACTUAL AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY CITY AS A RESULT OF ANY SUCH DELAY IS THE SUM OF SEVEN HUNDRED FIFTY DOLLARS (\$750.00) PER DAY, WHICH IS A REASONABLE ESTIMATE OF THE AMOUNT OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. CITY AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER MONETARY RELIEF OR OTHER REMEDY FOR DELAY, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, TO WHICH CITY MIGHT OTHERWISE BE ENTITLED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, AND SHALL BE CITY’S SOLE AND EXCLUSIVE RIGHT AND REMEDY, EXCEPT THAT CITY MAY TERMINATE THE AGREEMENT.

CITY _____

CONTRACTOR _____

Exhibit "C"
Attachment 2
INSURANCE REQUIREMENTS

1. CONTRACTOR Insurance. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects CITY and any insurance or self-insurance maintained by CITY shall be in excess of CONTRACTOR's insurance coverage and shall not contribute to it.
2. Subcontractor(s) Insurance. If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required providing at least the following minimum coverage and limits of liability:
 - a. Worker's Compensation written in accordance with the laws of the State of California providing coverage for any and all employees of CONTRACTOR in the minimum statutorily required coverage amounts;
 - b. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees or contractors), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. Professional Liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
 - d. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:
 - (1) bodily injury;
 - (2) personal injury;
 - (3) broad form property damage;
 - (4) contractual liability;
 - (5) cross-liability;
 - (6) products and completed operations liability
4. Other Insurance Provisions.

If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
5. Endorsements.

All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clauses:

- a. The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia.
 - b. It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.
 - c. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 707 W. Acequia, Visalia, CA, 93291
6. Proof of Coverage.
CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide CITY on or before the effective date of this Agreement with Certificate(s) of Insurance for all required coverages. Copies of all the required Endorsements shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the City of Visalia, which shall be provided by CONTRACTOR's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the City of Visalia at the following address:

City of Visalia
707 W. Acequia
Visalia, CA 93291
Attn: Purchasing Division

Exhibit "D"

SAMPLE CONTRACTOR AFFIDAVIT

I, _____ declare under penalty of perjury
(Affidavit's Name)

under the laws of the State of California and the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815 that:

1. I am the _____ of _____ and I
(Officer, Owner, Partner) (Company)

am responsible for the payment of persons employed by _____
(Company)

who performed work on the City of Visalia Project entitled: _____

2. During all payroll periods from _____ through _____,
(first work date) (last work date)

All persons employed by _____ on this project
(Company)

have at all times been paid, at a minimum, the specified general prevailing rate of
per diem wages and any amounts due.

3. During all payroll periods on this project, all apprenticeship requirements have been
complied with.

Executed and sworn to this _____ day of _____, _____
(Day) (Month) (Year)

(Signature)

(Date)

CHAPTER 15: ODOR CONTROL SYSTEM

15.1 INTRODUCTION

The odor control system is designed to contain and treat foul air withdrawn from the Headworks structure. This process provides a safe working environment for the plant staff that is periodically required to work in the Headworks structure and removes odor prior to release to the atmosphere.

15.2 PROCESS COMPONENTS AND THEORY

15.2.1 Process Components

The odor control system consists of direct fired make up air unit, foul air supply fans, and biological filter (biofilter). **Figure 15.1** provides a detailed process flow diagram including fans and biofilter.

The odor control system is provided with two biofilter fans (1 duty, 1 standby) located next to the biofilter for exhausting foul air from the Headworks and delivering it to the biofilter (**Figures 15.2** and **15.3**). In addition, the direct fired make up air unit supplies air to the Headworks building. The unit is installed outdoor on the roof.

The biofilter is comprised of two cells (Cell A and Cell B) and consists of a composted organic material layered on perforated plastic flooring which is turn installed over a reinforced concrete slab. The perforated floor system is installed to form a series of air plenums designed to evenly distribute the foul air flow through the media. A geonet layer is installed as a barrier between the biofilter media and the plastic flooring to prevent migration of biological particles and clogging of the perforations. A PVC liner is installed to provide an impervious barrier over the concrete structure in contact with the foul air being treated in the biofilter. The biofilter floor is sloped to form a leachate underdrain system to convey water to a sump.

Biofilter is equipped with an irrigation system. Main service pipe supplies recycled water to the irrigation cabinet located adjacent to the biofilter. Sprinkler heads are provided for each biofilter cell for on-bed irrigation. In addition, in-bed drip irrigation grid within the biofilter media is provided.

The flow of irrigation water delivered to the biofilter is controlled by the programmable irrigation system. Irrigation water that has percolated through the media is collected in drainage trenches and piping conveys it to a 4" drain for disposal to the plant drainage system. Drainage piping for the foul air collection ducting and the biofilter are provided with "P" traps designed to hold water seals to prevent the untreated foul air from escaping to the atmosphere.

Design specifications for components of the odor control systems are summarized in **Table 15.1**.

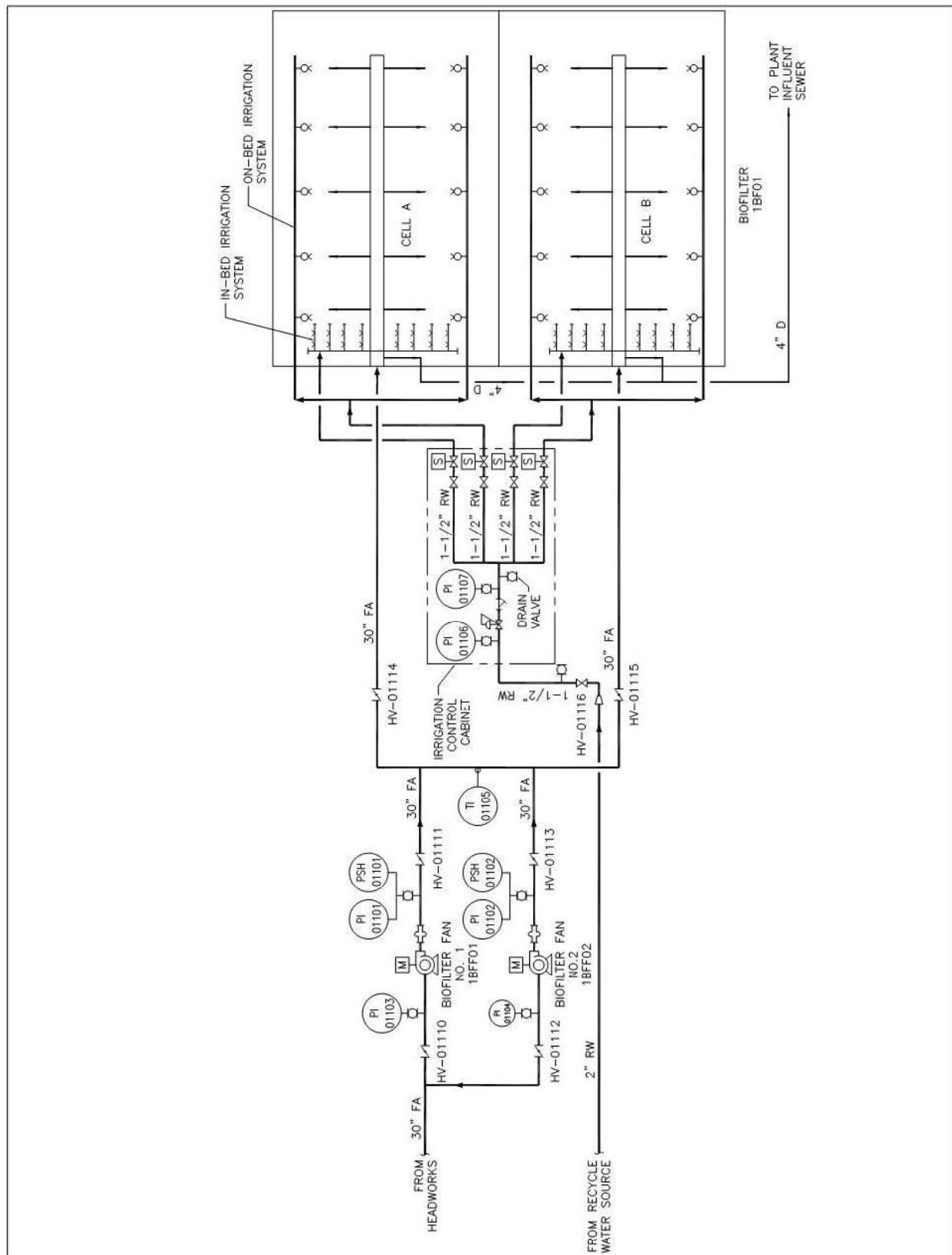


Figure 15.1: Detailed Process Flow Diagram of Odor Control System.



Figure 15.2: Foul Air Supply Fans.



Figure 15.3: Biological Filter.

Table 15.1: Design Specifications for Components of Odor Control System.

Item	Units	Value	Remarks
Packaged Make Up Air Unit			
Equipment Number	-	-	1RTU01
Type	-	-	Direct Gas-fired Heating and Make-Up Air Unit
Manufacturer	-	-	Modine
Air Capacity	cfm	17,000	
Heating Input	Btu/Hr	1,217,838	
Heating Output	Btu/Hr	1,120,411	
Max. Temperature Rise	degrees F	64.6	
Natural gas pressure	in, W.C.	8-14	
Gas Control Type	-	-	Maxitrol 14
Supply Voltage	V/Hz/ph	460/60/3	
Control Voltage	V	115	
Motor HP	hp	10	
Motor, RPM	rpm	1,800	
Motor Full Load Amps	amps	12.8	
Blower RPM	rpm	522	
Blower HP	hp	8.91	
Unit Amps	amps	13.9	
Biofilter Fan			
Equipment Number	-	-	1BFF01, 1BFF02
Type	-	-	Backward-inclined Centrifugal
Manufacturer	-	-	Universal Fan & Blower Ltd.
Number	-	2 (1+1)	
Air Capacity, Each	cfm	18,000	
Speed	rpm	1846	
Static pressure	in	9.9 w.g.	
Main Drive Motor			
Manufacturer	-	-	Teco-Westinghouse
Power	hp	50	
Voltage/Phase/Hertz	-	460/3/60	
Speed	rpm	1800	
Drive	-	-	Constant Speed
Biofilter			
Equipment Number	-	-	1BF01
Biofilter Configuration	-	-	Rectangular (2 Cells)
Dimensions, Each Cell	ft x ft	50.7 x 74.7	
Biofilter Material	-	-	Yard waste compost ("overs")
Foul Air Treatment Capacity	cfm	18,000	
Effective Media Surface	sf	6,600	
Effective Media depth	ft	3.0	
Media Surface Unit Loading	cfm/sf	2.7	
Empty-Bed Detention Time in Media	sec.	66	

15.2.2 Process Theory

Odors in the Headworks structure are released during the collection and storage of materials removed from the influent wastewater by the bar screening process. Odors producing areas are the first and second floor access rooms to the bar screens. As the plant staff is periodically required to work in this enclosed areas, the air space is ventilated at a rate of 16 air changes per hour (AC/h) to provide for a safe working environment. To prevent the foul air from escaping to the atmosphere, all the doors should normally be closed and fresh air should be supplied at rates slightly lower than that of the foul air exhausted to the odor removal system. Pressure relief dampers are provided (set at -0.5 in W.C.) to open in case the lower duct suction is blocked.

The foul air from the Headworks structure is collected and delivered to the associated treatment unit by a 30" buried fiberglass ducting system. The driving force for transporting the foul air to the treatment units is provided by the biofilter fans located at the biofilter.

Foul air to be treated is delivered to the bottom of the compost media through the plastic flooring. The media supports the growth of organisms that remove the odor causing hydrogen sulfide and organic compounds as the air is conveyed through the filter. To optimize biological growth, recycled water is periodically supplied to the media with in-bed (drip tubing) and on-bed (sprinklers) irrigation system providing the biomass with the required moisture. On-bed irrigation is the primary system of delivering recycled water to the media. In-bed irrigation is the primary system for washing off the media of the fine particulate generated during biomass growth.

15.2.3 Biofilter Operation and Maintenance

The odor control system is designed for automatic operation. However, certain simple operation and maintenance attention is required for optimum operation as discussed in the following paragraphs.

15.2.3.1 Operation

- **Biofilter Irrigation.** The irrigation system for the biofilter is controlled by the timer in the irrigation controller. The irrigation system should be programmed to moisten the biofilter media evenly without flooding. If water puddles are observed forming on the media, irrigation should be stopped immediately. The accumulated irrigation water should be allowed to drain and the irrigation system should be re-programmed for shorter durations.
- **Irrigation Frequency.** The frequency of irrigation required to maintain the moisture content in the biofilter media will depend on the ambient temperature and relative humidity. During cool winter months, irrigating the biofilter once every other day may be sufficient while during warm and dry summer months, a higher irrigation frequency is typically required. After startup of the biofilter, representative sub-surface samples of the media should be collected and examined. The material should be moist but not wet and should not cling together into lumps. If the material is wet or lumpy, the irrigation duration should first be reduced and, if necessary, the irrigation frequency should also be reduced. Conversely, if the material is dry, irrigation duration and frequency should be increased. Sampling of the media once a week is recommended for the initial startup.

Once the irrigation operation is adjusted, sampling of the media may be done less frequently, approximately once a month.

- **Foul Air Temperature.** High foul air temperature will adversely impact the performance of the biofilter. The temperature gauge provided at the discharge of the biofilter fans should be monitored. If the temperature of the foul air should exceed 90 degrees F, the frequency of irrigation should be increased to at least twice a day to cool the foul air being treated.
- **Visual Inspection of Biofilter.** The biofilter media and the discharge pressure of the biofilter fans should be visually inspected on a daily basis. Extensive muddy patches on the surface of the media indicate that the media may need to be replaced. Fan discharge pressure is measured by the pressure gauges at the biofilter discharge. If high pressure is measured and is persistent, the media should be replaced. Replacement of the media is discussed in Subsection 15.2.3.2
- **Odor from the Biofilter.** A mild musty odor in the vicinity of the biofilter is normal. However, if unpleasant odor is detected, the biofilter drainage pipelines should be inspected for absence of water seals in the associated “P” traps, as discussed in Subsection 15.2.1.2, and the biofilter should be checked for leakage of untreated foul air.

15.2.3.2 Maintenance

- **Foul Air Ventilation System.** Maintenance of the foul air exhaust fans at the biofilter should be performed in accordance with the manufacturers’ recommendations (see Subsection 15.5.2).
- **Drainage Systems.** The “P” traps located in the vicinity of the biofilter (see Construction Record Drawings) and drain lines are provided with cleanout. The “P” traps should be examined periodically, particularly during summer, to ensure that the water seals have not dried up. Water should be added to the “P” traps through their cleanouts if no water seal is observed.
- **Changing Biofilter Media.** When replacement of the compost media is required, the spent media may be removed with light earth moving equipment such as a front loader, a Gradall forklift or a crane with a clamshell bucket. The spent media is nontoxic and may be disposed of in the same manner as dewatered sludge cake. The concrete base and the perforated plastic flooring are capable of withstanding the loading of light earth moving equipment. However, care should be taken to avoid damaging the geonet on top of the plastic flooring and the drip irrigation tubing buried at about 1.5 feet above the bottom of the media. After removal of all the spent media, the geonet should be cleaned of the fine particles lodged in the fabric. The media should be placed loosely in the biofilter to the depth specified in **Table 15.1** (i.e. 3’). It is preferred that the media be placed by a crane with a clamshell bucket. It is important to note that while it is possible to walk on the media placed in the biofilter, earth moving equipment should not be used as the weight of the equipment will compact the media. Compaction will adversely impact the pattern of foul air distribution through the media.

15.3 EQUIPMENT CONTROLS

PLC-10 controls and monitors the operation of the Biofilter fans. Fan status and control information is communicated from PLC-10 to the Operator Interface Terminal (OIT, face mounted on the PLC-10 control panel) and Operator Interface Stations (OIS) throughout the plant.

15.3.1 Automatic/Manual Operation

15.3.1.1 Biofilter Fans (1BFF01 and 1BFF02)

Each Biofilter fan is equipped with a HAND-OFF-AUTO (HOA) selector switch located near the fan that provides the means for operating the fan in HAND or AUTO mode (Figure 15.4).



Figure 15.4: Biofilter Fan HOA Selector Switch.

HAND:

When the Biofilter fan HOA selector switch is in the HAND position, the fan will run continuously.

OFF:

When the HOA is in the OFF position, the fan will shut down.

AUTO:

The two fans will operate in duty/standby modes. PLC-10 automatically assigns the duty/standby assignment and rotates the assignment when the duty fan has operated for a preset number of hours. The modes may also be assigned manually. Also, in the event of a duty fan failure, the standby fan will automatically start and operate as described below.

When both fan HOAs are in the AUTO position and the software Remote Auto/Manual (A/M) switches on the OIT/OIS are selected to Remote Auto, the duty fan will run continuously. When the software Remote A/M switch on the OIT/OIS is selected to Remote Manual, the fan will be manually controlled from the OIT/OIS.

15.3.1.2 Irrigation System

The irrigation system is equipped with an irrigation controller located near the system that provides the means for operating the fan in MANUAL, SEMI-AUTO, or AUTO mode (Figure 15.5)



Figure 15.5: Irrigation System Selector Switch.

MANUAL:

When the irrigation controller is set to MANUAL mode, any irrigation zone can be activated from the controller.

SEMI-AUTO:

When the controller is set to SEMI-AUTO mode, the irrigation operations can be manually initiated.

AUTO:

When the controller is set to AUTO mode, the irrigation operations will operate according to the programmed schedule.

15.3.2 Normal Operation

For normal operation, the selector switches for the Biofilter fans, described above, should be in the AUTO position and the software Remote A/M switch should be in Remote Auto position. The irrigation controller should be set to AUTO mode. Under this selection, the Biofilter fans operate based on the control logic programmed in PLC-10 as described above.

15.4 POWER DISTRIBUTION

Two 50 hp biofilter fans, one a standby, are powered by reduced voltage solid state motor starters (RVSS) located in MCC-BIO. The new motor control center MCC-BIO is located in the existing headworks building and it is powered from Existing MCC-H within the same building.

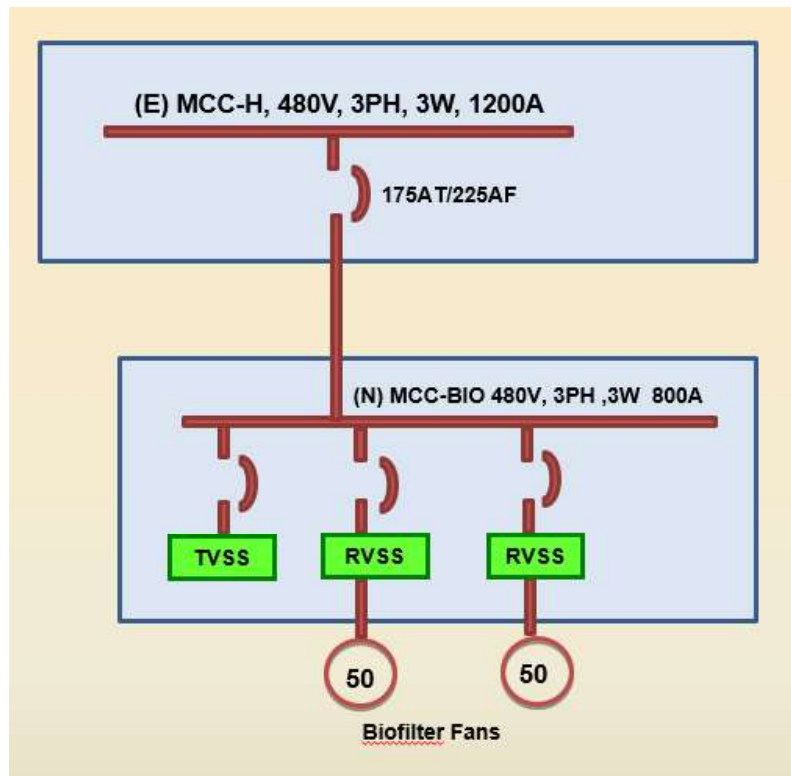


Figure 15.6: Partial Single Line Diagram for Biofilter Fans

15.5 TROUBLESHOOTING GUIDE

15.5.1 Biofilters

Table 15.2 summarizes the steps to be taken to troubleshoot the odor control system if it is not performing as expected.

Table 15.2: Biofilter Troubleshooting

Problem and Observation(s)	Possible Cause(s)	Solution(s)
Odor is detected at high levels from biofilter or at the Headworks	Leakage of foul air from the biofilter, foul air ducting or containments	- Check the “P” traps at the drainage pipeline for conditions of the water seals. - Check leakage of foul air from the biofilter structures. - Check doors and covers at odor sources for air leakage.
	Biofilter media has deteriorated	Replace biofilter media.
	Equipment malfunctioning	Check equipment and/or material associated with odor control system. Repair or replace defective material or malfunctioning equipment.

15.5.2 Make Up Air Unit and Biofilter Fans

Please refer to the vendor-provided equipment O&M manual for troubleshooting guide. A link is provided in Section 15.6 for quick access.

15.6 SUPPORTING DOCUMENTS

Links to supporting documents are provided below:

- Vendor-provided equipment O&M manual
 - Biofilter Fan O&M
- Record drawings
 - Visalia Record Drawings Vol I of III
 - Visalia Record Drawings Vol II of III
 - Visalia Record Drawings Vol III of III
- Conformed specifications
 - Visalia Specification Vol I of IV Feb 2014
 - Visalia Specification Vol II of IV Feb 2014
 - Visalia Specification Vol III of IV Feb 2014
 - Visalia Specification Vol IV of IV Feb 2014 - (submitted to city via USB flashdrive)

SECTION 10001 – ODOR CONTROL BIOFILTERS

PART 1 – GENERAL

1.01 WORK OF THIS SECTION

- A. The WORK under this section includes the provision of equipment, materials, labor and services for construction of two organic media odor control biofilters.

1.02 TAG NUMBERS

- A. The biofilter to be construction is as follows:

<u>Description</u>	<u>Tag No.</u>
Biofilter No. 1	BF01

The CONTRACTOR shall construct and test the biofilter odor control system to treat odorous air. The system shall be installed complete and operable in accordance with the Contract Documents. The system shall include structures, piping, control dampers, fans, instrumentation, biofilter media, liner, irrigation system, and appurtenances necessary for complete operable systems.

1.03 SUBMITTALS

- A. In accordance with Section 01300, submittals shall include shop drawings, technical information and material samples as follows:
1. Fully dimensioned shop drawings, catalog cut sheets for all related equipment, ducting and dampers specified in Divisions 11 and 15.
 2. Shop drawings and catalog cut sheets of the biofilter flooring system.
 3. Shop drawings and catalog cut sheets of the biofilter irrigation systems specified herein, including sprinklers, valves and controller.
 4. Detailed schematic and physical layout diagrams of the irrigation systems showing biofilter coverage for the on-bed and in-bed irrigation systems and coverage quantities, position and placement of all sprinklers and emitters with emission ratings and operating pressure ranges, valves, pipes and appurtenant equipment.
 5. Material gradation reports for the biofilter media.
 6. Sample of the biofilter media, one cubic foot.
 7. Samples of the polyethylene liner and geonet barrier, each at one square foot.
 8. Technical data and reports for the biofilter central drainage trench coating, including the following:
 - a. Technical data of the coating
 - b. Material safety data sheets
 - c. Surface preparation procedures
 - d. Coating installation procedures
 - e. Testing procedures

- f. Qualifications and certifications of the installation subcontractor issued by the liner manufacturer”
- 9. Air Balance Report(s): A complete air balance test report shall be submitted for the system as specified in Section 15950.

1.04 QUALITY ASSURANCE

- A. The CONTRACTOR shall furnish the services of an irrigation subcontractor registered in the State of California to design the on-bed and in-bed irrigation systems of the biofilters as shown in the Drawings and as specified in Paragraph 2.5 of this section. The design shall be submitted to the CONSTRUCTION MANAGER for review in the forms of schematic diagrams, physical layout drawings and narrative descriptions of the system control. Upon the CONSTRUCTION MANAGER’S acceptance of the design, the irrigation systems shall then be constructed accordingly.
- B. The design of the irrigation systems to be prepared by the irrigation subcontractor shall be in general conformance with the irrigation schematic diagrams shown in the Drawings to provide complete coverage of the biofilter media. Controller, pipes, valves and the various components to be used for the irrigation systems shall be as specified in this Section. The responsibilities of the irrigation subcontractor’s shall include determination of the number of irrigation zones for each biofilter, sizing of the irrigation pipes, determination of the number of sprinklers and drip irrigation lines to be provided for each biofilter and the physical layout of the complete irrigation systems.

PART 2 – PRODUCTS

2.01 GENERAL

- A. The biofilter to be constructed is designed to treat and control odors in the foul air withdrawn from the various wastewater treatment and solids processing facilities through biological action. The biofilter media consists of composted organic materials to support the growth of organisms that remove odor causing hydrogen sulfide and organic compounds from the foul air passing through the media. To optimize the biological growth, sprinkler systems are provided to maintain the moisture of the biofilter media at optimum levels.
- B. Each biofilter shall be provided with biofilter media, air distribution floor systems, liners, irrigation systems, leachate collection system, foul air fans, air distribution ducting, control dampers, and appurtenances as shown in the Drawings and specified in the various sections of these specifications

2.02 BIOFILTER DESIGN

- A. Biofilter No. 1, BF01, shall be rectangular in configuration and consisting of two cells as shown in the Drawings.
- B. The design data of the biofilter are as follows:

<u>Item</u>	<u>BF01</u>
Biofilter Configuration:	Rectangular at 74’ 8-1/4” x 102’1”
Number of Cells:	2
Biofilter Materials:	Yard waste compost over

<u>Item</u>	<u>BF01</u>
Effective Media Surface:	6,600 sq. ft.
Perforated Floor Area:	6,250 sq. ft.
Effective Media Depth	3.0 feet
Foul Air Treatment Capacity:	18,000 cfm
Media Surface Unit Loading:	2.7 cfm/sq. ft.
Empty-Bed Detention Time in Media	67 seconds

2.03 BIOFILTER COMPONENTS

- A. Leachate Underdrain System: The leachate underdrain system shall consist of a sloped biofilter floor to convey water to the sump drains as shown on the Drawings. The exit piping from the sump drain shall be Schedule 80 PVC. The exit piping shall connect to the treatment plant's influent sewer as shown.
- B. Foul Air Delivery System: Each biofilter cell shall be provided with a foul air delivery system which includes foul air fans, delivery ducting and isolation/throttling dampers as shown. Foul air fans shall be as specified in Section 15520 and foul air ducting and dampers shall be as specified in Section 02655. The foul air delivery duct shall be connected to the biofilter plastic floor system and air plenum as shown on the Drawings to form an airtight seal at the point of connection.
- C. Plastic Floor System: The biofilter floor shall be a modular, self-contained high density polyethylene (HDPE) or polypropylene (PP) perforated floor system installed over a reinforced concrete slab. Non-perforated plates/panels and trench covers may be used in the floor system, but the area of perforated floor shall not be less than specified in 2.2, C of this Section. The perforated floor system shall form a series of air plenums designed to evenly distribute the foul air through the biofilter media and shall conform to the following requirements:
 1. The openings on the perforated plates/panels shall be sized and spaced such that static pressure drop through the openings does not exceed 1/4 inch water column at 10cfm/sq. ft. of perforated floor area. The openings shall be tapered from top to bottom such that the narrowest point is at the top surface of the plates/panels.
 2. The floor system shall be designed to support the live weight of a 25,000 pound, rubber-tired backhoe loader with contact area wheel pressure of up to 100 pounds per square inch.
 3. The floor system shall include integral supports that create a minimum of five (5) inches of air plenum space between the reinforced concrete floor and the underside of the floor plates/panels.

4. Trench cover panels capable of spanning 30 inches between supports shall be provided as indicated on the drawings. Panels shall be of the same material as the floor plates and designed to fit with the floor plates/panels to provide a complete and integrated floor system.
 5. The components of the perforated floor system shall be rotationally or injection molded from HDPE and PP and suitable for continuous exposure in an acidic environment with pH less than 1.0 and at temperatures from 40°F to 120°F.
 6. The surface of the plastic floor shall be flush with the surrounding concrete curbs at its perimeter. The Contractor shall be aware that the portions of the biofilter concrete are designed based on information furnished by Bac Tee Systems. Should it be necessary to make any modifications to the design of the concrete structure in order to accommodate the plastic floor to be provided, the Contractor shall do so upon the Construction Manager's approval and the modifications shall be done at no additional cost to the Owner.
 7. The floor system shall be as manufactured by Bac Tee Systems, Hallsten Corporation, or equal.
- D. Geonet Barrier: The geonet shall be provided as a barrier layer between the biofilter media and the perforated floor system to prevent migration of particles. The geonet barrier shall be placed where indicated and as shown on the Drawings prior to the addition of the biofilter media. The geonet barrier shall be a tri-planar, non-woven material with the following material properties at a minimum:

Thickness:	275 mils (6.96mm)
Density:	0.94 g/cc
Tear Resistance:	47 pounds
Tensile Strength:	13 kN/m width
Compression % Thickness Retained:	65% @1,200 kp (5,000 hours)
Opening Size:	0.25" x 0.35"

The geonet barrier shall be Tenax Tendrain Geonet TD5, or equal. Geonet barrier shall be provided in sufficient quantity such that the adjacent sheets will have an overlap of not less than 12 inches during installation.

- E. Polyvinyl Chloride (PVC) Liner: The PVC liner shall be provided as an impervious barrier over the concrete structure in contact with the foul air being treated by the biofilter. The liner shall have the following material properties, at a minimum:

Thickness:	40 mils
Specific Gravity	1.2 to 1.3
Tear Resistance:	10.5 pounds
Tensile Strength at Break:	97 lbs/in width
Elongation at Break	360%
Modulus at 100% Break	41 lbs/in width

The liner shall be manufactured by AccuGeo; or equal.

2.04 BIOFILTER MEDIA

- A. The CONTRACTOR shall provide a biofilter media of the depth and composition specified herein and shown on the drawings. The media shall consist of 100 percent screened yard

waste compost materials as specified in Paragraph 2.3 B. The media shall be provided as a homogeneous mixture having a pH from 6-8. Media depth at placement shall be as shown in 2.2, C plus nine inches to allow for initial settling and compaction of the media.

- B. Media shall consist of 100 percent composted materials meeting the gradation requirements stated herein. The media shall consist of the larger components of typical yard waste composting commonly called "overs". Compost overs are the larger materials that are commonly screened out of commercial compost mixtures and placed back into new compost to serve as a bulking agent. Screened compost overs suitable for media can typically be obtained by a lightly loaded vibratory compost screen with a suitable screen size interval (typically between 2" and 4" mesh). The final media particles shall be 2-inch to 6-inches in the greatest dimension. A minimum 90% by volume shall be 2-inch to 4-inches in the greatest dimension. The compost overs shall contain no more than 1 percent of stones, dirt, mud or other friable materials, plastic and all other objectionable debris. Prior to screening the compost overs shall have been subjected to a minimum of one complete green waste composting cycle and shall be adequately stabilized so as to be free of all green matter and have no objectionable odors.

2.05 IRRIGATION SYSTEM AND CONTROLS

A. Pipe:

1. Main Service Pipe: The main irrigation service pipe shall be PVC pipe providing water service to the irrigation control cabinet located adjacent to each biofilter. The main irrigation service pipe shall be buried a minimum of 2-feet below grade or as otherwise indicated on the Contract Drawings.
2. Irrigation Header Pipes: The irrigation header pipes shall consist of a single 1-inch PVC pipe for each biofilter cell (zone). Each header pipe shall have a 5/8-inch connection to mate up with the sprinkler head piping and a 5/8-inch connection to accept the in-bed biofilter irrigation hose. All header pipes shall be buried a minimum of 2-feet below grade or as otherwise indicated on the Contract Drawings.

B. Sprinkler Heads and Irrigation Grid:

1. Sprinkler Heads: Sprinkler heads shall be provided for each biofilter zone and shall be connected to the irrigation header pipe. Sprinkler heads shall be gear driven rotary pop-up type design and constructed of ABS plastic material specifically manufactured for installation at grade. A filter screen shall be provided to prevent entry of foreign material into the nozzle. Sprinkler heads shall be capable of a 180-degree spray pattern with an adjustable spray radius to provide 100% coverage of the biofilter media. Sprinkler heads shall be manufactured by The Rain Bird Corporation, The Toro Company, Hunter Industries, or equal.
2. In-Bed Irrigation Grid: Each biofilter zone shall be provided with a drip irrigation grid assembly to be placed in the center of the biofilter media bed as shown on the Drawings, and connected to the irrigation header pipe. The drip irrigation grid shall be constructed from flexible polyethylene tubing sized as indicated. The tubing shall be fitted with factory installed pressure compensating inline emitters spaced as shown on drawings. Each emitter shall be sized to deliver 0.6 gph of irrigation water at a minimum. Drip irrigation tubing and emitters shall be manufactured by The Rain Bird Corporation, The Toro Company, Netafim, or equal.

C. Valves:

1. Shut-off Valves: Shut-off valves are required for each irrigation header line and where otherwise indicated. The number of zones used shall be as determined by the irrigation subcontractor. Valves shall be bronze gate valves, Class 150 or better, with union bonnet, renewable seat and non-rising stem shall be gate valves as specified in Section 15206 - Gate Valves.
2. Zone Control Valves: 1-inch zone control valves shall be required, one for each biofilter zone, to control the flow of water to the biofilter. Zone valves shall be normally closed 24-VAC electrically controlled globe pattern design. The valve pressure rating shall not be less than 150 psi. The valve body and bonnet shall be constructed of glass-filled nylon and the diaphragm shall be fabricated from reinforced rubber. The valve shall have both internal and external manual open/close control to manually open and close the valve without electrically energizing the solenoid. Zone valves shall have a flow control stem for accurate regulation/shut-off of the outlet flow, and be slow closing to avoid damage due to water hammer. All zone valves shall be of self-cleaning design for use in non-potable water applications. Zone valves for the irrigation system shall be mounted inside the irrigation control cabinet for each biofilter or as located by the irrigation subcontractor. Zone control valves shall be manufactured by The Rain Bird Corporation, The Toro Company, Hunter Industries, or equal.
3. Manual Drain Valves: Ball drain valves shall be provided to allow the sprinkler piping to drain when not in operation. Ball valves shall be manufactured from polyvinyl chloride (PVC). The balls shall have full size ports and Teflon seats. Ball valves shall be suitable for a maximum working (non-shock) pressure of 150 psi @ 73° F. The CONTRACTOR shall be responsible for proper placement of the drain valves (i.e. at the system low points) to achieve complete drainage of the irrigation system. Ball drain valves shall be manufactured by ASAHI America, Plast-O-Matic, Inc., Spears Mfg. Co., or equal.
4. Pressure Reducing Valves: Pressure reducing valves shall only be required where the pressure on the upstream side of the irrigation control cabinets exceeds 50 psi. Where the upstream pressure exceeds 50 psi, a pressure reducing valve shall be installed to regulate the discharge pressure to 50 psi. Pressure reducing valves shall be direct-acting valves of bronze construction with a renewable stainless steel or thermoplastic seat. Pressure reducing valves shall be manufactured by Armstrong, Bell & Gossett, Watts Regulator, or equal.

D. Y-strainers:

1. Y-strainers shall be provided where indicated. Strainers shall be fabricated of Type 1 PVC and provided with a union nut to facilitate cleaning of screen. Screens shall be a maximum of 20-mesh stainless steel suitable for potable water service. All O-rings shall be fabricated of EPDM or Viton. Strainers shall be rated for a minimum operating pressure of 150 psi (non-shock service). Y-strainers shall be manufactured by Colonial Valve, Chemline Plastics, Hayward Industrial Products, or equal.

E. Irrigation Controller:

1. Provide (1) irrigation controller for both biofilter cell mounted in a NEMA 4X enclosure. The controller shall provide for programmable operation of each zone valve and shall be capable of operating the specified zone valves either independently or simultaneously. Program shall be fully adjustable for zone selection, timed cycling of zone activation, and run time. Components include but are not limited to the station

circuit breakers and control circuit transformer. Controller shall receive 120 VAC, 60 Hz input and provide 24 VAC, 7 Hz output to the zone valves. Controller shall provide for the number of stations or zones indicated for each biofilter, but not less than eight (8). Controller shall be ESP-MC Series manufactured by Rain Bird Corporation or equal. Controller shall be located as shown on Drawings.

F. Irrigation Control Cabinet:

1. Provide (1) NEMA 4X-irrigation control cabinet for both biofilter cells. All valves, piping and appurtenances to control water distribution to the biofilters will be contained in the irrigation control cabinet or otherwise arranged by the irrigation subcontractor. Components include but are not limited to the following and shall be suitable to operate with clean water:
 - a. Flow meters
 - b. Zone valves
 - c. Shut-Off Valves
 - d. Pressure Reducing Valves

2.06 CENTRAL DRAINAGE TRENCH PROTECTIVE COATING

- A. The concrete surfaces of the walls and bottom of the central drainage trench of each cell shall be provided with a protective coating as specified herein. The coating system shall be suitable for application to existing concrete and shall be resistant to corrosion by hydrogen sulfide and other corrosive gases in the foul air being received by the biofilter.

The coating shall be a 100-percent VOC-free, self-priming and flexible polyurethane coating designed for ambient operating conditions up to 140 degrees F. The coating shall be SparyWall manufactured by Sprayrog Inc. applied to the concrete for a dry film thickness of 120 mils, minimum. Preparation of the concrete surfaces, application of the coating and testing of coating after installation shall be performed by a subcontractor trained and certified by the coating manufacturer and in strict accordance with the manufacturer's instructions.

Upon completion of the coating installation, the coating shall be tested for holidays and adhesion. Holiday testing shall be performed on all coating surface with a high voltage spark tester in accordance with NACE PRO188-99 with the tester set at 100 volts per 1 mil of film thickness, minimum. Adhesion test shall be performed at not less than 2 points on the coating for each trench as selected by the Construction Manager. The test shall be in accordance with ASTM D4541 and performed with a pulling force of 150 to 200 psi. All detected holidays and adhesion failures shall be repaired in accordance the manufacturer's instructions. At the completion of the testing, the Contractor shall submit to the Engineer a report presenting the results of the test. The installation subcontractor shall also provide the Owner with a warranty of the coating material and workmanship for a period of 10 years.

PART 3 – EXECUTION

3.01 INSTALLATION OF BIOFILTER

- A. Installation of each biofilter shall be in full conformity with the drawings and specifications. Each piece of equipment shall be furnished and installed complete with all supports, electrical work, and appurtenances ready for operation. Excavation, pipe trenches, and

backfilling and other earthwork shall be performed in accordance with the specification sections in Division 2.

- B. The biofilter media shall be placed loose, with no mechanical compaction. Travel over the media by construction equipment or vehicles are prohibited during and after placement of the media. At the completion of the media placement, all plastic materials, wood chips and trash on the surface of the media shall be removed. The media shall be kept moist at all time for at least three weeks prior to start-up or testing of the biofilters to permit consolidation of the media materials.
- C. Where required, the polyethylene liner shall be sealed in the field, utilizing welding and sealing methods and materials authorized by the liner manufacturer. Welds and seals shall be tested as per the manufacturer's recommendation. Failures shall be cut out and re-sealed. Welds shall be free from all bubbles, cracks, and air holes.
- D. Unless otherwise specified, all equipment and materials shall be provided a protective coating in accordance with the Contract Documents.

3.02 INSTALLATION OF IRRIGATION SYSTEM

- 1. All valves, fittings and hoses shall be installed as shown and all connections made to permit the irrigation system to function properly through its entire length.
- 2. All materials and equipment shall be installed in strict accordance with the manufacturer's written instructions and recommendations and all local and state codes, laws, ordinances, and regulations.
- 3. Before proceeding with the installation of any section or unit of the irrigation system, the CONTRACTOR shall check and verify the correlation between ground measurements and Drawings and shall advise the CONSTRUCTION MANAGER of any discrepancies.
- 4. Remote control valves shall be adjusted to provide a uniform distribution of water throughout each biofilter bed. They shall be wired to operate in the order as required. They shall be capable of being operated manually entirely independent of the controller.

3.03 FIELD TESTING

- A. Upon completion of the installation, each piece of equipment and each system shall be tested for satisfactory operation in accordance with Sections 01600, 01680 and 11000.
- B. The CONTRACTOR shall perform tests in phases on the air distribution system and biofilter media to ensure uniform air distribution. All tests shall be conducted in the presence of the CONSTRUCTION MANAGER. At least seven days notice shall be provided to the CONSTRUCTION MANAGER prior to testing. The biofilter flooring and air distribution system shall be installed and approved by the CONSTRUCTION MANAGER. Any broken or damaged portion of the system shall be replaced. Once approved by the CONSTRUCTION MANAGER, the biofilter media shall be installed, smoke tested and approved by the CONSTRUCTION MANAGER. Biofilter media shall be removed and replaced as required by the CONSTRUCTION MANAGER and at no cost to the OWNER to achieve proper airflow distribution. Plugged pipe and fittings shall be cleaned and re-tested if necessary.

3.04 AIR BALANCING

- A. Upon completion of the smoke test at the biofilter, the CONTRACTOR shall provide the services of a qualified Test and Balance CONSTRUCTION MANAGER certified by the

Associated Air Balance Council to balance the air flows of the odor control system which includes all of the foul air ductwork upstream and downstream of the fans. Air balancing shall be performed with the biofilter fans in full operation and all dampers at the various points of the foul air ducting systems shall be carefully adjusted to achieve the air flows indicated in the Drawings. The biofilter fans shall also be adjusted as required and the operating parameters of the fans, including fan speed, suction and discharge pressures and power draw amperage, shall be recorded.

- B. At the conclusion of the air balancing, the CONTRACTOR shall submit a complete report to the CONSTRUCTION MANAGER, which shall include air balancing methods, all of the all the balanced air flow and equipment data recorded, any unusual occurrence, and any other useful information. The test report will be reviewed and approved by the CONSTRUCTION MANAGER prior to the Substantial Completion of the odor control system.

– END OF SECTION 10001 –

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

Craft: Cement Mason[#]

Exhibit E-3
RFB 25-26-16

Determination:

NC-23-203-1-2025-1

Issue Date:

August 22, 2025

Expiration date of determination:

June 30, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Wages and Employer Payments:

Classification (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours ^b	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^{cd}	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason	\$49.00	\$9.86	\$12.61	\$7.40	\$1.07	\$0.12	8.0	\$80.06	\$104.56	\$104.56	\$129.06
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin, and all composition masons, swing or slip form scaffolds	\$50.00	\$9.86	\$12.61	\$7.40	\$1.07	\$0.12	8.0	\$81.06	\$106.06	\$106.06	\$131.06

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

Craft: Cement Mason (Special Single Shift)#

Determination:

NC-23-203-1A-2025-1

Issue Date:

August 22, 2025

Expiration date of determination:

June 30, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba counties.

Wages and Employer Payments:

Classification (Journeyman)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^a	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) _{cd}	Saturday Overtime Hourly Rate (1 ½ X) _{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X)
Cement Mason	\$52.00	\$9.86	\$12.61	\$7.40	\$1.07	\$0.12	8.0	\$83.06	\$109.06	\$109.06	\$135.06
Mastic Magnesite Gypsum, Epoxy, Polyester, Resin, and all composition masons, swing or slip form scaffolds	\$53.00	\$9.86	\$12.61	\$7.40	\$1.07	\$0.12	8.0	\$84.06	\$110.56	\$110.56	\$137.06

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a Includes an amount for supplemental dues.

^b Where multiple shifts are worked, the day shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be started for less than five (5) consecutive days.

^c Rate applies to the first 4 daily overtime hours and the first 8 hours worked on Saturday. All other time is paid at the double time (2X) rate.

^d Saturdays may be worked at straight time if job is shut down during normal work week due to inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant).

PREDETERMINED INCREASE

CRAFT:

Cement Mason and Cement Mason (Special Single Shift)

DETERMINATIONS:

NC-23-203-1-2025-1 and NC-23-203-1A-2025-1

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2025, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

CEMENT MASON: All Classifications

Determination NC-23-203-1-2025-1 and NC-23-203-1A-2025-1 are currently in effect and expire on June 30, 2026**.

Effective July 1, 2026, there will be an increase of \$3.50 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2025, Effective 9/1/2025 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: September 1, 2025

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

Craft: LABORER AND RELATED CLASSIFICATIONS[#]

Determination:

NC-23-102-1-2026-1

Issue Date:

February 22, 2026

Expiration date of determination:

June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journey person)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$39.85	8	\$71.01	\$90.94	\$110.86
Group 1; Group 1(B) ^e	\$39.15	8	\$70.31	\$89.89	\$109.46
Group 1 (A)	\$39.37	8	\$70.53	\$90.22	\$109.90
Group 1 (C)	\$39.20	8	\$70.36	\$89.96	\$109.56
Group 1 (E)	\$39.70	8	\$70.86	\$90.71	\$110.56
Group 1 (G)	\$39.35	8	\$70.51	\$90.19	\$109.86
Group 2	\$39.00	8	\$70.16	\$89.66	\$109.16
Group 3; Group 3 (A)	\$38.90	8	\$70.06	\$89.51	\$108.96
Group 4; Group 6 (B)	\$32.59	8	\$63.75	\$80.05	\$96.34
Group 6	\$40.11	8	\$71.27	\$91.33	\$111.38
Group 6 (A)	\$39.61	8	\$70.77	\$90.58	\$110.38
Group 6 (C)	\$39.02	8	\$70.18	\$89.69	\$109.20
Group 6 (D)	\$39.73	8	\$70.89	\$90.76	\$110.62
Group 6 (E)	\$38.75	8	\$69.91	\$89.29	\$108.66
Group 7 – Stage 1 (1 st 6 months)	\$27.23	8	\$58.39	\$72.01	\$85.62
Group 7 – Stage 2 (2 nd 6 months)	\$31.12	8	\$62.28	\$77.84	\$93.40
Group 7 – Stage 3 (3 rd 6 months)	\$35.01	8	\$66.17	\$83.68	\$101.18

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journey person)	Basic Hourly Rate ^b	Hours ^c	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$38.85	8	\$70.01	\$89.44	\$108.86
Group 1; Group 1(B) ^e	\$38.15	8	\$69.31	\$88.39	\$107.46
Group 1 (A)	\$38.37	8	\$69.53	\$88.72	\$107.90
Group 1 (C)	\$38.20	8	\$69.36	\$88.46	\$107.56
Group 1 (E)	\$38.70	8	\$69.86	\$89.21	\$108.56
Group 2	\$38.00	8	\$69.16	\$88.16	\$107.16
Group 3; Group 3 (A)	\$37.90	8	\$69.06	\$88.01	\$106.96
Group 4; Group 6 (B)	\$31.59	8	\$62.75	\$78.55	\$94.34
Group 6	\$39.11	8	\$70.27	\$89.83	\$109.38
Group 6 (A)	\$38.61	8	\$69.77	\$89.08	\$108.38
Group 6 (C)	\$38.02	8	\$69.18	\$88.19	\$107.20
Group 6 (D)	\$38.73	8	\$69.89	\$89.26	\$108.62
Group 6 (E)	\$37.75	8	\$68.91	\$87.79	\$106.66
Group 7 – Stage 1 (1 st 6 months)	\$26.53	8	\$57.69	\$70.96	\$84.22
Group 7 – Stage 2 (2 nd 6 months)	\$30.32	8	\$61.48	\$76.64	\$91.80
Group 7 – Stage 3 (3 rd 6 months)	\$34.11	8	\$65.27	\$82.33	\$99.38

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$11.10
Pension	\$15.31
Vacation and Holiday	\$3.91
Training	\$0.52
Other	\$0.32

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

Craft: LABORER AND RELATED CLASSIFICATIONS (Special Single and Second Shift)[#]

Determination:

NC-23-102-1-2026-1A

Issue Date:

February 22, 2026

Expiration date of determination:

June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Marin, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Contra Costa, Marin, San Francisco, San Mateo, And Santa Clara Counties.

AREA 2 - Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (AREA 1):

Classification ^a (Journeyperson)	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$42.85	8	\$74.01	\$95.44	\$116.86
Group 1; Group 1(B) ^e	\$42.15	8	\$73.31	\$94.39	\$115.46
Group 1 (A)	\$42.37	8	\$73.53	\$94.72	\$115.90
Group 1 (C)	\$42.20	8	\$73.36	\$94.46	\$115.56
Group 1 (E)	\$42.70	8	\$73.86	\$95.21	\$116.56
Group 1 (G)	\$42.35	8	\$73.51	\$94.69	\$115.86
Group 2	\$42.00	8	\$73.16	\$94.16	\$115.16
Group 3; Group 3 (A)	\$41.90	8	\$73.06	\$94.01	\$114.96
Group 4; Group 6 (B)	\$35.59	8	\$66.75	\$84.55	\$102.34
Group 6	\$43.11	8	\$74.27	\$95.83	\$117.38
Group 6 (A)	\$42.61	8	\$73.77	\$95.08	\$116.38
Group 6 (C)	\$42.02	8	\$73.18	\$94.19	\$115.20
Group 6 (D)	\$42.73	8	\$73.89	\$95.26	\$116.62
Group 6 (E)	\$41.75	8	\$72.91	\$93.79	\$114.66
Group 7 – Stage 1 (1 st 6 months)	\$30.23	8	\$61.39	\$76.51	\$91.62
Group 7 – Stage 2 (2 nd 6 months)	\$34.12	8	\$65.28	\$82.34	\$99.40
Group 7 – Stage 3 (3 rd 6 months)	\$38.01	8	\$69.17	\$88.18	\$107.18

WAGE RATES AND TOTAL HOURLY RATES (AREA 2):

Classification ^a (Journeyperson) Group	Basic Hourly Rate ^b	Hours	Total Hourly Rate	Daily/ Saturday Overtime Hourly Rate ^d	Sunday/ Holiday Overtime Hourly Rate
Construction Specialist	\$41.85	8	\$73.01	\$93.94	\$114.86
Group 1; Group 1(B) ^e	\$41.15	8	\$72.31	\$92.89	\$113.46
Group 1 (A)	\$41.37	8	\$72.53	\$93.22	\$113.90
Group 1 (C)	\$41.20	8	\$72.36	\$92.96	\$113.56
Group 1 (E)	\$41.70	8	\$72.86	\$93.71	\$114.56
Group 2	\$41.00	8	\$72.16	\$92.66	\$113.16
Group 3; Group 3 (A)	\$40.90	8	\$72.06	\$92.51	\$112.96
Group 4; Group 6 (B)	\$34.59	8	\$65.75	\$83.05	\$100.34
Group 6	\$42.11	8	\$73.27	\$94.33	\$115.38
Group 6 (A)	\$41.61	8	\$72.77	\$93.58	\$114.38
Group 6 (C)	\$41.02	8	\$72.18	\$92.69	\$113.20
Group 6 (D)	\$41.73	8	\$72.89	\$93.76	\$114.62
Group 6 (E)	\$40.75	8	\$71.91	\$92.29	\$112.66
Group 7 – Stage 1 (1 st 6 months)	\$29.53	8	\$60.69	\$75.46	\$90.22
Group 7 – Stage 2 (2 nd 6 months)	\$33.32	8	\$64.48	\$81.14	\$97.80
Group 7 – Stage 3 (3 rd 6 months)	\$37.11	8	\$68.27	\$86.83	\$105.38

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$11.10
Pension	\$15.31
Vacation and Holiday	\$3.91
Training	\$0.52
Other	\$0.32

CLASSIFICATIONS

Construction Specialist

ASPHALT IRONERS AND RAKERS
CHAINSAW
CONCRETE DIAMOND CHAINSAW
LASER BEAM IN CONNECTION WITH
LABORER'S WORK
MASONRY AND PLASTER TENDER
MECHANICAL PIPE LAYER-ALL TYPES
REGARDLESS OF TYPE OR METHOD OF
POWER
CAST IN PLACE MANHOLE FORM SETTERS
PRESSURE PIPELAYERS
DAVIS TRENCHER – 300 OR SIMILAR TYPE
(AND ALL SMALL TRENCHERS)
STATE LICENSED BLASTERS AS DESIGNATED
DIAMOND DRILLERS
DIAMOND CORE DRILLER
MULTIPLE UNIT DRILLS
HIGH SCALERS (INCLUDING DRILLING OF
SAME)
HYDRAULIC DRILLS
CERTIFIED WELDER

GROUP 1 (FOR CONTRA COSTA COUNTY
ONLY, USE GROUP 1 (G) FOR SOME OF THE
FOLLOWING CLASSIFICATIONS)

ASPHALT SPREADER BOXES (ALL TYPES)
BARKO, WACKER AND SIMILAR TYPE
TAMPERS
BIOHAZARD CLEANUP WORKER
BUGGYMOBILE
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYERS
CERTIFIED ASBESTOS AND MOLD REMOVAL
WORKER
CERTIFIED HAZARDOUS WASTE WORKER
(INCLUDING LEAD ABATEMENT)
COMPACTORS OF ALL TYPES
CONCRETE AND MAGNESITE MIXER AND ½
YARD
CONCRETE PAN WORK
CONCRETE SANDERS, CONCRETE SAW
CRIBBERS AND/OR SHORING
CUT GRANITE CURB SETTER
DRI PAK-IT MACHINE
FALLER, LOGLOADER AND BUCKER
FORM RAISERS, SLIP FORMS
GREEN CUTTERS
HEADERBOARD MEN, HUBSETTERS,
ALIGNERS BY ANY METHOD
HIGH PRESSURE BLOW PIPE (1-1/2" OR OVER,

100 LBS. PRESSURE/OVER)
HYDRO SEEDER AND SIMILAR TYPE
JACKHAMMER OPERATORS
JACKING OF PIPE OVER 12 INCHES
JACKSON AND SIMILAR TYPE COMPACTORS
KETTLEMEN, POTMEN, AND MEN APPLYING
ASPHALT, LAY KOLD, CREOSOTE, LIME,
CAUSTIC AND SIMILAR TYPE MATERIALS
(APPLYING MEANS APPLYING DIPPING, OR
HANDLING OF SUCH MATERIALS)
LAGGING, SHEETING, WHALING, BRACING,
TRENCH-JACKING, LAGGING HAMMER
MAGNESITE, EPOXY RESIN, FIBER GLASS AND
MASTIC WORKERS (WET/DRY)
NO JOINT PIPE AND STRIPPING OF SAME,
INCLUDING REPAIR OF VOIDS
PAVEMENT BREAKERS AND SPADERS,
INCLUDING TOOL GRINDER
PERMA CURBS
PRECAST-MANHOLE SETTERS
PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING)
PRESSURE PIPE TESTER
POST HOLE DIGGERS-AIR, GAS, AND
ELECTRIC POWER BROOM SWEEPERS
POWER TAMPERS OF ALL TYPES, EXCEPT AS
SHOWN IN GROUP 2
RAM SET GUN AND STUD GUN
RIPRAP-STONEPAVER AND ROCK-SLINGER,
INCLUDING PLACING OF SACKED
CONCRETE AND/OR SAND (WET OR DRY)
AND GABIONS AND SIMILAR TYPE
ROTARY SCARIFIER OR MULTIPLE HEAD
CONCRETE CHIPPING SCARIFIER
ROTO AND DITCH WITCH
ROTOTILLER
SAND BLASTERS, POTMEN, GUNMEN, AND
NOZZLEMEN
SIGNALING AND RIGGING
SKILLED WRECKER (REMOVING AND
SALVAGING OF SASH, WINDOWS,
DOORS, PLUMBING AND ELECTRIC
FIXTURES)
TANK CLEANERS
TREE CLIMBERS
TRENCHLESS TECHNOLOGY LABORER- PIPE
INSTALLATION, BURSTING, RELINING, OR
SIMILAR
TRENCHLESS LABORER'S WORK, CAMERA
CONTROLLER, CCTV
TURBO BLASTER
VIBRA-SCREED-BULL FLOAT IN CONNECTION

WITH LABORER'S WORK
VIBRATORS

GROUP 1 (A)

ALL WORK OF LOADING, PLACING AND
BLASTING OF ALL POWDER &
EXPLOSIVES OF WHATEVER TYPE,
REGARDLESS OF METHOD USED FOR
LOADING AND PLACING
JOY DRILL MODEL TWM-2A
GARDENER-DENVER MODEL DH 143 AND
SIMILAR TYPE DRILLS
TRACK DRILLERS
JACK LEG DRILLERS
WAGON DRILLERS
MECHANICAL DRILLERS-ALL TYPES
REGARDLESS OF TYPE OR METHOD
OF POWER
BLASTERS AND POWDERMAN
TREE TOPPER
BIT GRINDER

GROUP 1 (B) -- SEE GROUP 1 RATES

SEWER CLEANERS (ANY WORKMEN WHO
HANDLE OR COME IN CONTACT WITH RAW
SEWAGE IN SMALL DIAMETER SEWERS)
SHALL RECEIVE \$4.00 PER DAY ABOVE
GROUP 1 WAGE RATES. THOSE WHO WORK
INSIDE RECENTLY ACTIVE, LARGE
DIAMETER SEWERS, AND ALL RECENTLY
ACTIVE SEWER MANHOLES SHALL RECEIVE
\$5.00 PER DAY ABOVE GROUP 1 WAGE
RATES.

GROUP 1 (C)

BURNING AND WELDING IN CONNECTION
WITH LABORER'S WORK
SYNTHETIC THERMOPLASTICS AND SIMILAR
TYPE WELDING

GROUP 1 (D)

SEE FOOTNOTE A ON PAGE 8

GROUP 1 (E)

WORK ON AND/OR IN BELL HOLE FOOTINGS
AND SHAFTS THEREOF, AND WORK ON AND
IN DEEP FOOTINGS (DEEP FOOTINGS IS A
HOLE 15 FEET OR MORE IN DEPTH)
SHAFT IS AN EXCAVATION OVER FIFTEEN (15)
FEET DEEP OF ANY TYPE

GROUP 1 (G) APPLIES ONLY TO WORK IN
CONTRA COSTA COUNTY

PIPELAYERS (INCLUDING GRADE CHECKING
IN CONNECTION WITH PIPELAYING),
CAULKERS, BANDERS, PIPEWRAPPERS,
CONDUIT LAYERS, PLASTIC PIPE LAYER,
PRESSURE PIPE TESTER, NO JOINT PIPE
AND STRIPPING OF SAME, INCLUDING
REPAIR OF VOIDS, PRECAST MANHOLE
SETTERS, CAST IN PLACE MANHOLE FORM
SETTERS IN CONTRA COSTA COUNTY ONLY

GROUP 1(H)

SEE FOOTNOTE A ON PAGE 8

GROUP 2

ASPHALT SHOVELERS
CEMENT DUMPERS AND HANDLING DRY
CEMENT OR GYPSUM
CHOKE-SETTER AND RIGGER (CLEARING
WORK)
CONCRETE BUCKET DUMPER AND
CHUTEMAN
CONCRETE CHIPPING AND GRINDING
CONCRETE LABORERS (WET OR DRY)
DRILLERS HELPER, CHUCK TENDER, NIPPER
(ONE CHUCKTENDER ON SINGLE MACHINE
OPERATION WITH MINIMUM OF ONE
CHUCKTENDER FOR EACH TWO MACHINES
ON MULTIPLE MACHINE OPERATION.
JACKHAMMERS IN NO WAY INVOLVED IN
THIS ITEM.)
GUINEA CHASER (STAKEMAN), GROUT CREW
HIGH PRESSURE NOZZLEMAN, ADDUCTORS
HYDRAULIC MONITOR (OVER 100 LBS.
PRESSURE)
LOADING AND UNLOADING, CARRYING AND
HANDLING OF ALL RODS AND MATERIALS
FOR USE IN REINFORCING CONCRETE
CONSTRUCTION
PITTSBURGH CHIPPER, AND SIMILAR TYPE
BRUSH SHREDDERS
SEMI-SKILLED WRECKER (SALVAGING OF
OTHER BUILDING MATERIALS) – SEE ALSO
SKILLED WRECKER (GROUP 1)
SLOPER
SINGLEFOOT, HAND HELD, PNEUMATIC
TAMPER
ALL PNEUMATIC, AIR, GAS AND ELECTRIC
TOOLS NOT LISTED IN GROUPS 1 THROUGH
1 (F)
JACKING OF PIPE-UNDER 12 INCHES

GROUP 3

CONSTRUCTION LABORERS INCLUDING
BRIDGE LABORERS, GENERAL LABORERS
AND CLEANUP LABORERS
DEMOLITION WORKER
DUMPMAN, LOAD SPOTTER
FLAGPERSON/PEDESTRIAN MONITOR
FIRE WATCHER
FENCE ERECTORS, INCLUDING TEMPORARY
FENCING
GUARDRAIL ERECTORS
GARDENER, HORTICULTURAL AND
LANDSCAPE LABORERS (SEE GROUP 4, FOR
LANDSCAPE MAINTENANCE ON NEW
CONSTRUCTION DURING PLANT
ESTABLISHMENT PERIOD)
JETTING
LIMBERS, BRUSH LOADERS, AND PILERS
PAVEMENT MARKERS (BUTTON SETTERS)
PAVERS/INTERLOCKING PAVERS (ALL TYPES)
AND INTERLOCKING PAVER MACHINES
MAINTENANCE, REPAIR TRACKMEN AND
ROAD BEDS
STREETCAR AND RAILROAD CONSTRUCTION
TRACK LABORERS
TEMPORARY AIR AND WATER LINES,
VICTAULIC OR SIMILAR
TOOL ROOM ATTENDANT (JOBSITE ONLY)
TREE REMOVAL
WHEELBARROW, INCLUDING POWER DRIVEN

GROUP 3 (A) -- SEE GROUP 3 RATES
COMPOSITE CREW PERSON (OPERATION OF
VEHICLES, WHEN IN CONJUNCTION WITH
LABORER'S DUTIES)

GROUP 4

ALL FINAL CLEANUP OF DEBRIS, GROUNDS
AND BUILDINGS NEAR THE COMPLETION OF
THE PROJECT INCLUDING BUT NOT LIMITED
TO STREET CLEANERS (NOT APPLICABLE
TO ENGINEERING OR HEAVY HIGHWAY
PROJECTS)
CLEANING AND WASHING WINDOWS (NEW
CONSTRUCTION ONLY), SERVICE
LANDSCAPE LABORERS (SUCH AS
GARDENER, HORTICULTURE, MOWING,
TRIMMING, REPLANTING, WATERING
DURING PLANT ESTABLISHMENT PERIOD)
ON NEW CONSTRUCTION
BRICK CLEANERS (JOB SITE ONLY)
MATERIAL CLEANERS (JOB SITE ONLY)

NOTE: AN ADDITIONAL DETERMINATION FOR
LANDSCAPE MAINTENANCE WORK AFTER
THE PLANT ESTABLISHMENT PERIOD OR
WARRANTY PERIOD IS PUBLISHED IN THE
NORTHERN CALIFORNIA LANDSCAPE
MAINTENANCE LABORER DETERMINATION.

GROUP 6

STRUCTURAL NOZZLEMAN

GROUP 6 (A)

NOZZLEMAN (INCLUDING GUNMAN, POTMAN)
RODMAN
GROUNDMAN

GROUP 6 (B) -- SEE GROUP 4 RATES GUNITE
TRAINEE (ONE GUNITE LABORER SHALL BE
ALLOWED FOR EACH THREE (3)
JOURNEYMAN (GROUP 6, 6A, 6C, OR
GENERAL LABORER) ON A CREW. IN THE
ABSENCE OF THE JOURNEYMAN, THE
GUNITE TRAINEE RECEIVES THE
JOURNEYMAN SCALE.).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE.

GROUP 6 (C)

REBOUNDMAN

GROUP 6 (D)

ALIGNER OF WIRE WINDING MACHINE IN
CONNECTION WITH GUNITING OR SHOT
CRETE

GROUP 6 (E)

ALIGNER HELPER OF WIRE WINDING
MACHINE IN CONNECTION WITH GUNITING
OR SHOT CRETE

GROUP 7

ENTRY LEVEL LANDSCAPE LABORER (RATIO
FOR ENTRY LEVEL IS ONE IN THREE. AT
LEAST ONE SECOND PERIOD ENTRY LEVEL
AND AT LEAST ONE THIRD PERIOD ENTRY
LEVEL MUST BE EMPLOYED BEFORE
EMPLOYING ANOTHER FIRST PERIOD
TRAINEE).

NOTE: THIS RATIO APPLIES ONLY TO WORK
ON THE SAME JOB SITE

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a GROUP 1(D) - MAINTENANCE OR REPAIR TRACKMEN AND ROAD BEDS AND ALL EMPLOYEES PERFORMING WORK COVERED BY THIS CLASSIFICATION SHALL RECEIVE \$0.25 PER HOUR ABOVE THEIR REGULAR RATE FOR ALL WORK PERFORMED ON UNDERGROUND STRUCTURES NOT SPECIFICALLY COVERED HEREIN. THIS SHALL NOT APPLY TO WORK BELOW GROUND LEVEL IN OPEN CUT. THIS SHALL APPLY TO CUT AND COVER WORK OF SUBWAY CONSTRUCTION AFTER TEMPORARY COVER HAS BEEN PLACED.

GROUP 1(H) - ALL LABORERS WORKING OFF OR WITH OR FROM BOS'N CHAIRS, SWINGING SCAFFOLDS, BELTS RECEIVE \$0.50 PER HOUR ABOVE THEIR APPLICABLE WAGE RATE. THIS SHALL NOT APPLY TO LABORERS ENTITLED TO RECEIVE THE WAGE RATE SET FORTH IN GROUP 1(A).

^b ZONE PAY AT THREE DOLLARS (\$3.00) PER HOUR, FACTORED AT THE APPLICABLE OVERTIME MULTIPLE, WILL BE ADDED TO THE BASE RATE FOR WORK PERFORMED OUTSIDE THE FREE ZONE DESCRIBED BY THE BOUNDARIES ALONG TOWNSHIP AND RANGE LINES. PLEASE SEE TRAVEL AND SUBSISTENCE PROVISION FOR MAP DESCRIPTION AND EXCEPTIONS.

^c WHEN THREE SHIFTS ARE EMPLOYED FOR FIVE (5) OR MORE CONSECUTIVE DAYS, SEVEN AND ONE-HALF (7 ½) CONSECUTIVE HOURS (EXCLUSIVE OF MEAL PERIOD), SHALL CONSTITUTE A DAY OF WORK, FOR WHICH EIGHT (8) TIMES THE STRAIGHT TIME HOURLY RATE SHALL BE PAID AT THE NON-SHIFT WAGE RATE FOR THE SECOND SHIFT. THE THIRD SHIFT SHALL BE SEVEN (7) HOURS OF WORK FOR EIGHT (8) HOURS PAY AT THE NON-SHIFT WAGE RATE.

^d RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS WORKED ON MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. 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, MAJOR MECHANICAL BREAKDOWN OR LACK OF MATERIALS BEYOND THE CONTROL OF THE EMPLOYER.

^e GROUP 1(B) RECEIVES AN ADDITIONAL AMOUNT EACH DAY. SEE PAGE 6 FOR DETAILS

PREDETERMINED INCREASE

CRAFT:

Laborer and Related Classifications (All Shifts)

DETERMINATIONS:

NC-23-102-1-2026-1 and NC-23-102-1-2026-1A

LOCALITIES:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo And Yuba Counties.

These predetermined increases apply to the above referenced determination for work being performed on public works projects with bid advertisement dates on or after **March 4, 2026**, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER: All Classifications, Areas and All Shifts (Except Group 7, Stage 1-3)

Determinations NC-23-102-1-2026-1 and NC-23-102-1-2026-1A are currently in effect and expire on June 28, 2026**.

Effective June 29, 2026, there will be an increase of \$2.65 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 1 (1st 6 Months)(All Areas)(All Shifts)

Determinations NC-23-102-1-2026-1 and NC-23-102-1-2026-1A are currently in effect and expire on June 28, 2026**.

Effective June 29, 2026, there will be an increase of \$1.86 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 2 (2nd 6 Months)(All Areas)(All Shifts)

Determinations NC-23-102-1-2026-1 and NC-23-102-1-2026-1A are currently in effect and expire on June 28, 2026**.

Effective June 29, 2026, there will be an increase of \$2.12 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

LABORER: Group 7 - Stage 3 (3rd 6 Months) (All Areas)(All Shifts)

Determinations NC-23-102-1-2026-1 and NC-23-102-1-2026-1A are currently in effect and expire on June 28, 2026**.

Effective June 29, 2026, there will be an increase of \$2.39 to be allocated to wages and/or employer payments.

There will be no further increases applicable to these determinations.

Issued 2/22/2026, Effective 3/4/2026 until superseded.

This page will updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2026

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

Craft: OPERATING ENGINEER (BUILDING CONSTRUCTION) # a

Determination:

NC-23-63-1-2026-1A

Issue Date:

February 22, 2026

Expiration date of determination:

June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality: All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) Classification Group ^b	Basic Hourly Rate	Hours ^c	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ x) ^d	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$65.54	8	\$100.23	\$133.00	\$165.77
Group 2	\$64.09	8	\$98.78	\$130.83	\$162.87
Group 3	\$62.69	8	\$97.38	\$128.73	\$160.07
Group 4	\$61.36	8	\$96.05	\$126.73	\$157.41
Group 5	\$60.15	8	\$94.84	\$124.92	\$154.99
Group 6	\$58.88	8	\$93.57	\$123.01	\$152.45
Group 7	\$57.79	8	\$92.48	\$121.38	\$150.27
Group 8	\$56.71	8	\$91.40	\$119.76	\$148.11
Group 8-A	\$54.59	8	\$89.28	\$116.58	\$143.87
ALL CRANES & ATTACHMENTS: Group 1	\$67.14	8	\$101.83	\$135.40	\$168.97
Truck Crane Assistant to Engineer	\$60.48	8	\$95.17	\$125.41	\$155.65
Assistant to Engineer	\$58.31	8	\$93.00	\$122.16	\$151.31
Group 1-A	\$66.39	8	\$101.08	\$134.28	\$167.47
Truck Crane Assistant to Engineer	\$59.73	8	\$94.42	\$124.29	\$154.15
Assistant to Engineer	\$57.56	8	\$92.25	\$121.03	\$149.81
Group 2-A	\$64.70	8	\$99.39	\$131.74	\$164.09
Truck Crane Assistant to Engineer	\$59.49	8	\$94.18	\$123.93	\$153.67
Assistant to Engineer	\$57.34	8	\$92.03	\$120.70	\$149.37

Classification (Journey person) Classification Group ^b	Basic Hourly Rate	Hours ^c	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ x) ^d	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 3-A	\$63.06	8	\$97.75	\$129.28	\$160.81
Truck Crane Assistant to Engineer	\$59.25	8	\$93.94	\$123.57	\$153.19
Hydraulic	\$58.88	8	\$93.57	\$123.01	\$152.45
Assistant to Engineer	\$57.09	8	\$91.78	\$120.33	\$148.87
Group 4-A	\$60.15	8	\$94.84	\$124.92	\$154.99

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journey person) Classification Group ^b	Basic Hourly Rate	Hours ^c	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^d	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$67.54	8	\$102.23	\$136.00	\$169.77
Group 2	\$66.09	8	\$100.78	\$133.83	\$166.87
Group 3	\$64.69	8	\$99.38	\$131.73	\$164.07
Group 4	\$63.36	8	\$98.05	\$129.73	\$161.41
Group 5	\$62.15	8	\$96.84	\$127.92	\$158.99
Group 6	\$60.88	8	\$95.57	\$126.01	\$156.45
Group 7	\$59.79	8	\$94.48	\$124.38	\$154.27
Group 8	\$58.71	8	\$93.40	\$122.76	\$152.11
Group 8-A	\$56.59	8	\$91.28	\$119.58	\$147.87
ALL CRANES & ATTACHMENTS:					
Group 1	\$69.14	8	\$103.83	\$138.40	\$172.97
Truck Crane Assistant to Engineer	\$62.48	8	\$97.17	\$128.41	\$159.65
Assistant to Engineer	\$60.31	8	\$95.00	\$125.16	\$155.31
Group 1-A	\$68.39	8	\$103.08	\$137.28	\$171.47
Truck Crane Assistant to Engineer	\$61.73	8	\$96.42	\$127.29	\$158.15
Assistant to Engineer	\$59.56	8	\$94.25	\$124.03	\$153.81
Group 2-A	\$66.70	8	\$101.39	\$134.74	\$168.09
Truck Crane Assistant to Engineer	\$61.49	8	\$96.18	\$126.93	\$157.67
Assistant to Engineer	\$59.34	8	\$94.03	\$123.70	\$153.37
Group 3-A	\$65.06	8	\$99.75	\$132.28	\$164.81
Truck Crane Assistant to Engineer	\$61.25	8	\$95.94	\$126.57	\$157.19
Hydraulic	\$60.88	8	\$95.57	\$126.01	\$156.45
Assistant to Engineer	\$59.09	8	\$93.78	\$123.33	\$152.87
Group 4-A	\$62.15	8	\$96.84	\$127.92	\$158.99

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$12.28
Vacation and Holiday ^e	\$6.10
Training	\$1.31
Other	\$1.62

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

Craft: OPERATING ENGINEER (BUILDING CONSTRUCTION) ^{# a}
(SPECIAL SINGLE AND SECOND SHIFT)

Determination:

NC-23-63-1-2026-1A

Issue Date:

February 22, 2026

Expiration date of determination:

June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality:

All localities within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Butte, Kings, Merced, Napa, Sacramento, San Benito, San Joaquin, Santa Cruz, Stanislaus, Sutter, Yolo and Yuba counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) (Special Single and Second Shift) Classification Group ^b	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^d	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$71.54	8	\$106.23	\$142.00	\$177.77
Group 2	\$70.09	8	\$104.78	\$139.83	\$174.87
Group 3	\$68.69	8	\$103.38	\$137.73	\$172.07
Group 4	\$67.36	8	\$102.05	\$135.73	\$169.41
Group 5	\$66.15	8	\$100.84	\$133.92	\$166.99
Group 6	\$64.88	8	\$99.57	\$132.01	\$164.45
Group 7	\$63.79	8	\$98.48	\$130.38	\$162.27
Group 8	\$62.71	8	\$97.40	\$128.76	\$160.11
Group 8-A	\$60.59	8	\$95.28	\$125.58	\$155.87
ALL CRANES & ATTACHMENTS: Group 1	\$73.14	8	\$107.83	\$144.40	\$180.97
Truck Crane Assistant to Engineer	\$66.48	8	\$101.17	\$134.41	\$167.65
Assistant to Engineer	\$64.31	8	\$99.00	\$131.16	\$163.31

Classification (Journey person) (Special Single and Second Shift) Classification Group ^b	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^d	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1-A	\$72.39	8	\$107.08	\$143.28	\$179.47
Truck Crane Assistant to Engineer	\$65.73	8	\$100.42	\$133.29	\$166.15
Assistant to Engineer	\$63.56	8	\$98.25	\$130.03	\$161.81
Group 2-A	\$70.70	8	\$105.39	\$140.74	\$176.09
Truck Crane Assistant to Engineer	\$65.49	8	\$100.18	\$132.93	\$165.67
Assistant to Engineer	\$63.34	8	\$98.03	\$129.70	\$161.37
Group 3-A	\$69.06	8	\$103.75	\$138.28	\$172.81
Truck Crane Assistant to Engineer	\$65.25	8	\$99.94	\$132.57	\$165.19
Hydraulic	\$64.88	8	\$99.57	\$132.01	\$164.45
Assistant to Engineer	\$63.09	8	\$97.78	\$129.33	\$160.87
Group 4-A	\$66.15	8	\$100.84	\$133.92	\$166.99

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity counties. (Portions of counties falling in each area detailed in the Operating Engineer (Heavy and Highway Work) determination)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journey person) (Special Single and Second Shift) Classification Group ^b	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^d	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$73.54	8	\$108.23	\$145.00	\$181.77
Group 2	\$72.09	8	\$106.78	\$142.83	\$178.87
Group 3	\$70.69	8	\$105.38	\$140.73	\$176.07
Group 4	\$69.36	8	\$104.05	\$138.73	\$173.41
Group 5	\$68.15	8	\$102.84	\$136.92	\$170.99
Group 6	\$66.88	8	\$101.57	\$135.01	\$168.45
Group 7	\$65.79	8	\$100.48	\$133.38	\$166.27
Group 8	\$64.71	8	\$99.40	\$131.76	\$164.11
Group 8-A	\$62.59	8	\$97.28	\$128.58	\$159.87
ALL CRANES & ATTACHMENTS:	\$75.14	8	\$109.83	\$147.40	\$184.97
Group 1					
Truck Crane Assistant to Engineer	\$68.48	8	\$103.17	\$137.41	\$171.65
Assistant to Engineer	\$66.31	8	\$101.00	\$134.16	\$167.31
Group 1-A	\$74.39	8	\$109.08	\$146.28	\$183.47
Truck Crane Assistant to Engineer	\$67.73	8	\$102.42	\$136.29	\$170.15
Assistant to Engineer	\$65.56	8	\$100.25	\$133.03	\$165.81
Group 2-A	\$72.70	8	\$107.39	\$143.74	\$180.09
Truck Crane Assistant to Engineer	\$67.49	8	\$102.18	\$135.93	\$169.67
Assistant to Engineer	\$65.34	8	\$100.03	\$132.70	\$165.37
Group 3-A	\$71.06	8	\$105.75	\$141.28	\$176.81
Truck Crane Assistant to Engineer	\$67.25	8	\$101.94	\$135.57	\$169.19
Hydraulic	\$66.88	8	\$101.57	\$135.01	\$168.45
Assistant to Engineer	\$65.09	8	\$99.78	\$132.33	\$164.87
Group 4-A	\$68.15	8	\$102.84	\$136.92	\$170.99

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$12.28
Vacation and Holiday ^e	\$6.10
Training	\$1.31
Other	\$1.62

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

[#] Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For total base bid project value of less than \$3,000,000 only. The Operating Engineer (Heavy and Highway Work) determination is applicable for all work \$3,000,000 and above. Where there is a published or advertised estimate of the construction costs of a project, such estimate shall determine the total base bid project value, for the purposes of the three million dollars (\$3,000,000) threshold.

^b For classifications within each group, see Pages 5-7 of the OPERATING ENGINEER (HEAVY AND HIGHWAY WORK).

^c When three shifts are employed for five (5) or more consecutive days, seven and one-half (7½) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

^d Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^e Includes an amount for supplemental dues.

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

Craft: OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) #

Determination:

NC-23-63-1-2026-1

Issue Date:

February 22, 2026

Expiration date of determination:

June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$66.96	8	\$101.65	\$135.13	\$168.61
Group 2	\$65.43	8	\$100.12	\$132.84	\$165.55
Group 3	\$63.95	8	\$98.64	\$130.62	\$162.59
Group 4	\$62.57	8	\$97.26	\$128.55	\$159.83
Group 5	\$61.30	8	\$95.99	\$126.64	\$157.29
Group 6	\$59.98	8	\$94.67	\$124.66	\$154.65
Group 7	\$58.84	8	\$93.53	\$122.95	\$152.37
Group 8	\$57.70	8	\$92.39	\$121.24	\$150.09
Group 8-A	\$55.49	8	\$90.18	\$117.93	\$145.67
ALL CRANES & ATTACHMENTS:		8			
Group 1	\$68.59		\$103.28	\$137.58	\$171.87
Truck Crane Assistant to Engineer	\$61.62	8	\$96.31	\$127.12	\$157.93
Assistant to Engineer	\$59.33	8	\$94.02	\$123.69	\$153.35
Group 1-A	\$67.84	8	\$102.53	\$136.45	\$170.37
Truck Crane Assistant to Engineer	\$60.87	8	\$95.56	\$126.00	\$156.43
Assistant to Engineer	\$58.58	8	\$93.27	\$122.56	\$151.85
Group 2-A	\$66.08	8	\$100.77	\$133.81	\$166.85
Truck Crane Assistant to Engineer	\$60.61	8	\$95.30	\$125.61	\$155.91

Classification (Journey person) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Assistant to Engineer	\$58.37	8	\$93.06	\$122.25	\$151.43
Group 3-A	\$64.34	8	\$99.03	\$131.20	\$163.37
Truck Crane Assistant to Engineer	\$60.37	8	\$95.06	\$125.25	\$155.43
Hydraulic	\$59.98	8	\$94.67	\$124.66	\$154.65
Assistant to Engineer	\$58.09	8	\$92.78	\$121.83	\$150.87
Group 4-A	\$61.30	8	\$95.99	\$126.64	\$157.29

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journey person) Classification Group ^a	Basic Hourly Rate	Hours ^b	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$68.96	8	\$103.65	\$138.13	\$172.61
Group 2	\$67.43	8	\$102.12	\$135.84	\$169.55
Group 3	\$65.95	8	\$100.64	\$133.62	\$166.59
Group 4	\$64.57	8	\$99.26	\$131.55	\$163.83
Group 5	\$63.30	8	\$97.99	\$129.64	\$161.29
Group 6	\$61.98	8	\$96.67	\$127.66	\$158.65
Group 7	\$60.84	8	\$95.53	\$125.95	\$156.37
Group 8	\$59.70	8	\$94.39	\$124.24	\$154.09
Group 8-A	\$57.49	8	\$92.18	\$120.93	\$149.67
ALL CRANES & ATTACHMENTS:		8			
Group 1	\$70.59		\$105.28	\$140.58	\$175.87
Truck Crane Assistant to Engineer	\$63.62	8	\$98.31	\$130.12	\$161.93
Assistant to Engineer	\$61.33	8	\$96.02	\$126.69	\$157.35
Group 1-A	\$69.84	8	\$104.53	\$139.45	\$174.37
Truck Crane Assistant to Engineer	\$62.87	8	\$97.56	\$129.00	\$160.43
Assistant to Engineer	\$60.58	8	\$95.27	\$125.56	\$155.85
Group 2-A	\$68.08	8	\$102.77	\$136.81	\$170.85
Truck Crane Assistant to Engineer	\$62.61	8	\$97.30	\$128.61	\$159.91
Assistant to Engineer	\$60.37	8	\$95.06	\$125.25	\$155.43
Group 3-A	\$66.34	8	\$101.03	\$134.20	\$167.37
Truck Crane Assistant to Engineer	\$62.37	8	\$97.06	\$128.25	\$159.43
Hydraulic	\$61.98	8	\$96.67	\$127.66	\$158.65
Assistant to Engineer	\$60.09	8	\$94.78	\$124.83	\$154.87
Group 4-A	\$63.30	8	\$97.99	\$129.64	\$161.29

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$12.28
Vacation and Holiday ^d	\$6.10
Training	\$1.31
Other	\$1.62

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

Craft: OPERATING ENGINEER (HEAVY AND HIGHWAY WORK) #
(SPECIAL SINGLE AND SECOND SHIFT)

Determination:

NC-23-63-1-2026-1

Issue Date:

February 22, 2026

Expiration date of determination:

June 28, 2026** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Locality:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

AREA 1 - Alameda, Butte, Contra Costa, Kings, Marin, Merced, Napa, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Stanislaus, Sutter, Yolo and Yuba Counties; and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 1):

Classification (Journey person) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$72.96	8	\$107.65	\$144.13	\$180.61
Group 2	\$71.43	8	\$106.12	\$141.84	\$177.55
Group 3	\$69.95	8	\$104.64	\$139.62	\$174.59
Group 4	\$68.57	8	\$103.26	\$137.55	\$171.83
Group 5	\$67.30	8	\$101.99	\$135.64	\$169.29
Group 6	\$65.98	8	\$100.67	\$133.66	\$166.65
Group 7	\$64.84	8	\$99.53	\$131.95	\$164.37
Group 8	\$63.70	8	\$98.39	\$130.24	\$162.09
Group 8-A	\$61.49	8	\$96.18	\$126.93	\$157.67
ALL CRANES & ATTACHMENTS: Group 1	\$74.59	8	\$109.28	\$146.58	\$183.87
Truck Crane Assistant to Engineer	\$67.62	8	\$102.31	\$136.12	\$169.93
Assistant to Engineer	\$65.33	8	\$100.02	\$132.69	\$165.35
Group 1-A	\$73.84	8	\$108.53	\$145.45	\$182.37

Classification (Journey person) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1 ½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Truck Crane Assistant to Engineer	\$66.87	8	\$101.56	\$135.00	\$168.43
Assistant to Engineer	\$64.58	8	\$99.27	\$131.56	\$163.85
Group 2-A	\$72.08	8	\$106.77	\$142.81	\$178.85
Truck Crane Assistant to Engineer	\$66.61	8	\$101.30	\$134.61	\$167.91
Assistant to Engineer	\$64.37	8	\$99.06	\$131.25	\$163.43
Group 3-A	\$70.34	8	\$105.03	\$140.20	\$175.37
Truck Crane Assistant to Engineer	\$66.37	8	\$101.06	\$134.25	\$167.43
Hydraulic	\$65.98	8	\$100.67	\$133.66	\$166.65
Assistant to Engineer	\$64.09	8	\$98.78	\$130.83	\$162.87
Group 4-A	\$67.30	8	\$101.99	\$135.64	\$169.29

AREA 2 - Modoc, and portions of Alpine, Amador, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Lake, Lassen, Madera, Mariposa, Mendocino, Monterey, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sonoma, Tehama, Tulare, Tuolumne and Trinity Counties. (Portions of counties falling in each area detailed below)

Wages and total hourly rates (including employer payments) (Area 2):

Classification (Journey person) (Special Single and Second Shift) Classification Group ^a	Basic Hourly Rate	Hours	Total Hourly Rate	Daily/Saturday Overtime Hourly Rate (1½ X) ^c	Sunday/Holiday Overtime Hourly Rate (2X)
Group 1	\$74.96	8	\$109.65	\$147.13	\$184.61
Group 2	\$73.43	8	\$108.12	\$144.84	\$181.55
Group 3	\$71.95	8	\$106.64	\$142.62	\$178.59
Group 4	\$70.57	8	\$105.26	\$140.55	\$175.83
Group 5	\$69.30	8	\$103.99	\$138.64	\$173.29
Group 6	\$67.98	8	\$102.67	\$136.66	\$170.65
Group 7	\$66.84	8	\$101.53	\$134.95	\$168.37
Group 8	\$65.70	8	\$100.39	\$133.24	\$166.09
Group 8-A	\$63.49	8	\$98.18	\$129.93	\$161.67
ALL CRANES & ATTACHMENTS:		8			
Group 1	\$76.59		\$111.28	\$149.58	\$187.87
Truck Crane Assistant to Engineer	\$69.62	8	\$104.31	\$139.12	\$173.93
Assistant to Engineer	\$67.33	8	\$102.02	\$135.69	\$169.35
Group 1-A	\$75.84	8	\$110.53	\$148.45	\$186.37
Truck Crane Assistant to Engineer	\$68.87	8	\$103.56	\$138.00	\$172.43
Assistant to Engineer	\$66.58	8	\$101.27	\$134.56	\$167.85
Group 2-A	\$74.08	8	\$108.77	\$145.81	\$182.85
Truck Crane Assistant to Engineer	\$68.61	8	\$103.30	\$137.61	\$171.91
Assistant to Engineer	\$66.37	8	\$101.06	\$134.25	\$167.43
Group 3-A	\$72.34	8	\$107.03	\$143.20	\$179.37
Truck Crane Assistant to Engineer	\$68.37	8	\$103.06	\$137.25	\$171.43
Hydraulic	\$67.98	8	\$102.67	\$136.66	\$170.65
Assistant to Engineer	\$66.09	8	\$100.78	\$133.83	\$166.87
Group 4-A	\$69.30	8	\$103.99	\$138.64	\$173.29

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$13.38
Pension	\$12.28
Vacation and Holiday ^d	\$6.10
Training	\$1.31
Other	\$1.62

CLASSIFICATIONS

GROUP 1

Drill Equipment, over 200,000 lbs
Operator of Helicopter (when used in erection work)
Hydraulic Excavator 7 cu yds and over
Power Shovels, over 7 cu yds

GROUP 2

Highline Cableway
Hydraulic Excavator 3 1/2 cu yds up to 7 cu yds
Licensed Construction Work Boat Operator, On Site
Microtunneling Machine
Power Blade Operator (finish)
Power Shovels, (over 1 cu yd and up to and including 7 cu yds m.r.c.)

GROUP 3

Asphalt Milling Machine
Cable Backhoe
Combination Backhoe and Loader over ¾ cu yds
Continuous Flight Tie Back Machine
Crane Mounted Continuous Flight Tie Back Machine, tonnage to apply
Crane Mounted Drill Attachments, Tonnage to apply
Dozer, Slope Board
Drill Equipment, over 100,000 lbs up to and including 200,000 lbs
Gradall
Hydraulic Excavator up to 3 1/2 cu yds
Loader 4 cu yds and over
Long Reach Excavator
Multiple Engine Scrapers (when used as push pull)
Power Shovels, up to and including 1 cu yd
Pre-Stress Wire Wrapping machine
Side Boom Cat, 572 or larger
Track Loader 4 cu yds and over
Tree removal, site clearing and grubbing equipment as follows: Self-Loading Skidder, Forwarder, Heel Boom, Albach (tree removal/site clearing and grubbing), Feller Buncher, Processor, Harvester, Timber Handler - Sennebogen or similar (tree removal/site clearing and grubbing), Log Yoder, Track-Mounted Grinders/Chippers, Stroke Delimber, Knuckle Boom (not inclusive of grapple hook trucks).

Wheel Excavator (up to and including 750 cu yds per hour)

GROUP 4

Asphalt Plant Engineer/Boxman
Chicago Boom
Combination Backhoe and Loader up to and including ¾ cu yds
Concrete Batch Plants (wet or dry)
Dozer and/or Push Cat
Drill Equipment, over 50,000 lbs up to and including 100,000 lbs
Pull-Type Elevating Loader
Gradesetter, Grade Checker (GPS, mechanical or otherwise)
Grooving and Grinding Machine
Heading Shield Operator
Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar
Heavy Duty Repairman and/or Welder
Lime Spreader
Loader under 4 cu yds
Lubrication and Service Engineer (mobile and grease rack)
Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar)
Miller Formless M-9000 Slope Paver or similar
Portable Crushing and Screening plants
Power Blade Support
Roller Operator, Asphalt
Rubber-Tired Scraper, Self-Loading (paddle-wheels, etc)
Rubber-Tired Earthmoving Equipment (Scrapers)
Slip Form Paver (concrete)
Small Tractor with Drag
Soil Stabilizer (P&H or equal)
Spider Plow and Spider Puller
Timber Skidder
Track Loader up to 4 yards
Tractor Drawn Scraper
Tractor, Compressor Drill Combination
Tubex Pile Rig

Unlicensed Construction Work Boat Operator, On Site
Welder
Woods-Mixer (and other similar Pugmill equipment)

GROUP 5

Cast-In Place Pipe Laying Machine
Combination Slusher and Motor Operator
Concrete Conveyor or Concrete Pump, Truck or
Equipment Mounted
Concrete Conveyor, Building Site
Concrete Pump or Pumpcrete Guns
Drilling Equipment, Watson 2000, Texoma 700 or
similar
Drilling and Boring Machinery, Horizontal (not to apply
to waterliners, wagon drills or jackhammers)
Concrete Mixers/all
Man and/or Material Hoist
Mechanical Finishers (concrete) (Clary, Johnson,
Bidwell Bridge Deck or similar types)
Mechanical Burm, Curb and/or Curb and Gutter
Machine, Concrete or Asphalt
Mine or Shaft Hoist
Portable Crushers
Power Jumbo Operator (setting slip-forms, etc., in
tunnels)
Screedman (automatic or manual)
Self Propelled Compactor with Dozer
Tractor with boom, D6 or smaller
Trenching Machine, maximum digging capacity over 5
ft. depth
Vermeer T-600B Rock Cutter or similar

GROUP 6

Armor-Coater (or similar)
Ballast Jack Tamper
Boom-Type Backfilling Machine
Asst. Plant Engineer
Bridge and/or Gantry Crane
Chemical Grouting Machine, truck mounted
Chip Spreading Machine Operator
Concrete Barrier Moving Machine
Concrete Saws (self-propelled unit on streets,
highways, airports, and canals)
Deck Engineer
Drill Doctor
Drill Equipment, over 25,000 lbs up to and including
50,000 lbs
Drilling Equipment Texoma 600, Hughes 200 series
or similar up to and including 30 ft. m.r.c.
Helicopter Radioman
Hydro-Hammer or similar
Line Master
Skidsteer Loader, Bobcat larger than 743 series or
similar (with attachments)

Locomotive
Rotating Extendable Forklift, Lull Hi-Lift or similar
Assistant to Engineer, Truck Mounted Equipment
Pavement Breaker, Truck Mounted, with compressor
combination
Paving Fabric Installation and/or Laying Machine
Pipe Bending Machine (pipelines only)
Pipe Wrapping Machine (Tractor propelled and
supported)
Screedman, (except asphaltic concrete paving)
Self-Loading Chipper
Self Propelled Pipeline Wrapping Machine
Tractor

GROUP 7

Ballast Regulator
Cary Lift or similar
Combination Slurry Mixer and/or Cleaner
Coolant/Slurry Tanker Operator (hooked to
Grooving/Grinding Machine)
Drilling Equipment, 20 ft and under m.r.c.
Drill Equipment, over 1,000 lbs up to and including
25,000 lbs
Fireman Hot Plant
Grouting Machine Operator
Highline Cableway Signalman
Stationary Belt Loader (Kolman or similar)
Lift Slab Machine (Vagtborg and similar types)
Maginnes Internal Full Slab Vibrator
Material Hoist (1 Drum)
Mechanical Trench Shield
Partsman (heavy duty repair shop parts room)
Pavement Breaker with or without Compressor
Combination
Pipe Cleaning Machine (tractor propelled and
supported)
Post Driver
Roller (except Asphalt), Chip Seal
Self Propelled Automatically Applied Concrete Curing
Machine (on streets, highways, airports and canals)
Self Propelled Compactor (without dozer)
Signalman
Slip-Form Pumps (lifting device for concrete forms)
Super Sucker Vacuum Truck
Tie Spacer
Trenching Machine (maximum digging capacity up to
and including 5 ft depth)
Truck Type Loader

GROUP 8

Bit Sharpener
Boiler Tender
Box Operator
Brakeman

Combination Mixer and Compressor
(shotcrete/gunite)
Compressor Operator
Deckhand
Fireman
Generators
Gunite/Shotcrete Equipment Operator
Heavy Duty Repairman Helper
Hydraulic Monitor
Ken Seal Machine (or similar)
Mast Type Forklift
Mixermobile
Assistant to Engineer
Pump Operator
Refrigerator Plant
Reservoir-Debris Tug (Self-Propelled Floating)
Ross Carrier (Construction site)
Rotomist Operator
Self Propelled Tape Machine
Shuttlecar
Self Propelled Power Sweeper Operator (Includes
Vacuum Sweeper)
Slusher Operator
Surface Heater
Switchman
Tar Pot Fireman
Tugger Hoist, Single Drum
Vacuum Cooling Plant
Welding Machine (powered other than by electricity)

GROUP 8-A

Articulated Dump Truck Operator
Elevator Operator
Mini Excavator under 25 H.P. (Backhoe-Trencher)
Skidsteer Loader, Bobcat 743 series or Smaller and
similar (without attachments)

ALL CRANES AND ATTACHMENTS:

GROUP 1

Cranes over 250 tons
Derrick over 250 tons

DESCRIPTIONS FOR AREAS 1 AND 2:

Area 1 is all of Northern California within the following Township, State and/or county Boundaries:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount
Diablo Base and Meridian,
Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range
6E,
Thence Southerly to the Southwest corner of Township 20S, Range 6E,
Thence Easterly to the Northwest corner of Township 21S, Range 7E
Thence Southerly to the Southwest corner of Township 21S, Range 7E
Thence Easterly to the Northwest corner of Township 22S, Range 9E,

Self Propelled Boom Type Lifting Device over 250
tons

GROUP 1-A

Clamshells and Draglines over 7 cu yds
Cranes over 100 tons
Derrick, over 100 tons
Derrick Barge Pedestal mounted over 100 tons
Self Propelled Boom Type Lifting Device Over 100
tons
Tower Cranes

GROUP 2-A

Clamshells and Draglines over 1 cu yds up to and
including 7 cu yds
Cranes over 45 tons up to and including 100 tons
Derrick Barge 100 tons and under
Rotating Tele Handler, Magni and similar, over 45
tons
Mobile Self-Erecting Tower Crane (Potain) over 3
stories
Self Propelled Boom Type Lifting Device over 45 tons

GROUP 3-A

Clamshells and Draglines up to and including 1 cu yd
Cranes 45 tons and under
Rotating Tele Handler, Magni and similar, 45 tons and
under
Mobile Self-Erecting Tower Crane (Potain), 3 stories
and under
Self Propelled Boom Type Lifting Device 45 tons and
under

GROUP 4-A

Boom Truck or dual-purpose A-Frame Truck, Non-
Rotating over 15 tons.
Truck Mounted Rotating Telescopic Boom Type
Lifting Device, Manitex or similar (Boom Truck -over
15 tons)
Truck-Mounted Rotating Telescopic Boom Type
Lifting Device, Manitex or Similar (Boom Truck),
under 15 tons

Thence Southerly to the Southwest corner of Township 22S, Range 9E,
Thence Easterly to the Northwest corner of Township 23S, Range 10E,
Thence Southerly to the Southwest corner of Township 24S, Range 10E,
Thence Easterly to the Southwest corner of Township 24S, Range 31E,
Thence Northerly to the Northeast corner of Township 20S, Range 31E,
Thence Westerly to the Southeast corner of Township 19S, Range 29E,
Thence Northerly to the Northeast corner of Township 17S, Range 29E,
Thence Westerly to the Southeast corner of Township 16S, Range 28E,
Thence Northerly to the Northeast corner of Township 13S, Range 28E,
Thence Westerly to the Southeast corner of Township 12S, Range 27E,
Thence Northerly to the Northeast corner of Township 12S, Range 27E,
Thence Westerly to the Southeast corner of Township 11S, Range 26E,
Thence Northerly to the Northeast corner of Township 11S, Range 26E,
Thence Westerly to the Southeast corner of Township 10S, Range 25E,
Thence Northerly to the Northeast corner of Township 9S, Range 25E,
Thence Westerly to the Southeast corner of Township 8S, Range 24E,
Thence Northerly to the Northeast corner of Township 8S, Range 24E,
Thence Westerly to the Southeast corner of Township 7S, Range 23E,
Thence Northerly to the Northeast corner of Township 6S, Range 23E,
Thence Westerly to the Southeast corner of Township 5S, Range 20E,
Thence Northerly to the Northeast corner of Township 5S, Range 20E,
Thence Westerly to the Southeast corner of Township 4S, Range 19E,
Thence Northerly to the Northeast corner of Township 1S, Range 19E,
Thence Westerly to the Southeast corner of Township 1N, Range 18E,
Thence Northerly to the Northeast corner of Township 3N, Range 18E,
Thence Westerly to the Southeast corner of Township 4N, Range 17E,
Thence Northerly to the Northeast corner of Township 4N, Range 17E,
Thence Westerly to the Southeast corner of Township 5N, Range 15E,
Thence Northerly to the Northeast corner of Township 5N, Range 15E,
Thence Westerly to the Southeast corner of Township 6N, Range 14E,
Thence Northerly to the Northeast corner of Township 10N, Range 14E,
Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
Thence Westerly to the Southeast corner of Township 18N, Range 10E,
Thence Northerly to the Northeast corner of Township 20N, Range 10E,
Thence Westerly to the Southeast corner of Township 21N, Range 9E,
Thence Northerly to the Northeast corner of Township 21N, Range 9E,
Thence Westerly to the Southeast corner of Township 22N, Range 8E,
Thence Northerly to the Northeast corner of Township 22N, Range 8E,
Thence Westerly to the Northwest corner of Township 22N, Range 8E,
Thence Northerly to the Southwest corner of Township 27N, Range 8E,
Thence Easterly to the Southeast corner of Township 27N, Range 8E,
Thence Northerly to the Northeast corner of Township 28N, Range 8E,
Thence Westerly to the Southeast corner of Township 29N, Range 6E,
Thence Northerly to the Northeast corner of Township 32N, Range 6E,
Thence Westerly to the Northwest corner of Township 32N, Range 6E,
Thence Northerly to the Northeast corner of Township 35N, Range 5E,
Thence Westerly to the Southeast corner of Township 36N, Range 3E,
Thence Northerly to the Northeast corner of township 36N, Range 3E,
Thence Westerly to the Southeast corner of Township 37N, Range 1W,
Thence Northerly to the Northeast corner of Township 38N, Range 1W,
Thence Westerly to the Southeast corner of Township 39N, Range 2W,

Thence Northerly to the Northeast corner of Township 40N, Range 2W,
Thence Westerly to the Southeast corner of Township 41N, Range 4W,
Thence Northerly to the Northeast corner of Township 42N, Range 4W,
Thence Westerly to the Southeast corner of Township 43N, Range 5W,
Thence Northerly to the California/Oregon State Border,
Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
Thence Southerly to the Southwest corner of Township 43N, Range 8W,
Thence Easterly to the Southeast corner of Township 43N, Range 8W,
Thence Southerly to the Southwest corner of Township 42N, Range 7W,
Thence Easterly to the Southeast corner of Township 42N, Range 7W,
Thence Southerly to the Southwest corner of Township 41N, Range 6W,
Thence Easterly to the Northwest corner of Township 40N, Range 5W,
Thence Southerly to the Southwest corner of Township 38N, Range 5W,
Thence Westerly to the Northwest corner of Township 37N, Range 6W,
Thence Southerly to the Southwest corner of Township 35N, Range 6W,
Thence Westerly to the Northwest corner of Township 34N, Range 10W,
Thence Southerly to the Southwest corner of Township 31N, Range 10W,
Thence Easterly to the Northwest corner of Township 30N, Range 9W,
Thence Southerly to the Southwest corner of Township 30N, Range 9W,
Thence Easterly to the Northwest corner of Township 29N, Range 8W,
Thence Southerly to the Southwest corner of Township 23N, Range 8W,
Thence Easterly to the Northwest corner of Township 22N, Range 6W,
Thence Southerly to the Southwest corner of Township 16N, Range 6W,
Thence Westerly to the Southeast corner of Township 16N, Range 9W,
Thence Northerly to the Northeast corner of Township 16N, Range 9W,
Thence Westerly to the Southeast corner of Township 17N, Range 12W,
Thence Northerly to the Northeast corner of Township 18N, Range 12W,
Thence Westerly to the Northwest corner of Township 18N, Range 15W,
Thence Southerly to the Southwest corner of Township 14N, Range 15W,
Thence Easterly to the Northwest corner of Township 13N, Range 14W,
Thence Southerly to the Southwest corner of Township 13N, Range 14W,
Thence Easterly to the Northwest corner of Township 12N, Range 13W,
Thence Southerly to the Southwest corner of Township 12N, Range 13W,
Thence Easterly to the Northwest corner of Township 11N, Range 12W,
Thence Southerly into the Pacific Ocean and Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
Thence Easterly to the Northwest corner of Township 1S, Range 2E,
Thence Southerly to the Southwest corner of Township 2S, Range 2E,
Thence Easterly to the Northwest corner of Township 3S, Range 3E,
Thence Southerly to the Southwest corner of Township 5S, Range 3E,
Thence Easterly to the Southeast corner of Township 5S, Range 4E,
Thence Northerly to the Northeast corner of Township 4S, Range 4E,
Thence Westerly to the Southeast corner of Township 3S, Range 3E,
Thence Northerly to the Northeast corner of Township 5N, Range 3E,
Thence Easterly to the Southeast corner of Township 6N, Range 5E,
Thence Northerly to the Northeast corner of Township 7N, Range 5E,
Thence Westerly to the Southeast corner of Township 8N, Range 3E,
Thence Northerly to the Northeast corner of Township 9N, Range 3E,
Thence Westerly to the Southeast corner of Township 10N, Range 1E,
Thence Northerly to the Northeast corner of Township 13N, Range 1E,
Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:

Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian, Thence Easterly to the Southeast corner of Township 12N, Range 16E, Thence Northerly to the Northeast corner of Township 12N, Range 16E, Thence Westerly to the Southeast corner of Township 13N, Range 15E, Thence Northerly to the Northeast corner of Township 13N, Range 15E, Thence Westerly to the Southeast corner of Township 14N, Range 14E, Thence Northerly to the Northeast corner of Township 16N, Range 14E, Thence Westerly to the Northwest corner of Township 16N, Range 12E, Thence Southerly to the Southwest corner of Township 16N, Range 12E, Thence Westerly to the Northwest corner of Township 15N, Range 11E, Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E, Area 2 shall be all areas not part of Area 1 described above.

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the [Prevailing Wage Apprentice Determinations Website](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp) (<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>).

^a For classifications within each group, see Pages 5 – 7.

^b When three shifts are employed for five (5) or more consecutive days, seven and one-half (7½) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the non-shift wage rate for the second shift. The third shift shall be seven (7) hours of work for eight (8) hours of pay at the non-shift wage rate.

^c Saturday in the same work week may be worked at straight-time if a job is shut down during the normal work week due to inclement weather.

^d Includes an amount for supplemental dues.

PREDETERMINED INCREASE

CRAFTS/CLASSIFICATIONS:

Operating Engineer (Heavy & Highway Work) (NC-23-63-1-2026-1)

Operating Engineer (Building Construction) (NC-23-63-1-2026-1A)

Pile Driver (Operating Engineer – Heavy & Highway Work) (NC-23-63-1-2026-1B)

Pile Driver (Operating Engineer – Building Construction) (NC-23-63-1-2026-1B1)

Tunnel/Underground (Operating Engineer – Heavy and Highway Work) (NC-23-63-1-2026-1C)

Steel Erector and Fabricator (Operating Engineer – Heavy & Highway Work) (NC-23-63-1-2026-1D)

Steel Erector and Fabricator (Operating Engineer – Building Construction) (NC-23-63-1-2026-1D1)

LOCALITIES:

All localities within Alameda¹, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa¹, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin¹, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco¹, San Joaquin, San Mateo¹, Santa Clara¹, Santa Cruz, Shasta, Sierra, Siskiyou, Solano¹, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

This predetermined increase(s) for the above-named craft(s) applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 4, 2026, until the determination(s) is/are superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project, has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

OPERATING ENGINEER: All Classifications (Areas 1 & 2) (Shift 1)

The above Determinations are currently in effect and expire on June 28, 2026**.

Effective June 29, 2026, there will be an increase of \$5.01 allocated as follows: \$3.41 to the Basic Hourly Rate, \$1.00 to Pension, \$0.50 to Health & Welfare, \$0.09 to Vacation & Holiday, and \$0.01 to Other.

Effective June 28, 2027, there will be an increase of \$4.01 to be allocated as follows: \$4.00 to be allocated to wages and/or employer payments, and \$0.01 to Other.

Effective June 26, 2028, there will be an increase of \$4.01 to be allocated as follows: \$4.00 to be allocated to wages and/or employer payments, and \$0.01 to Other.

There will be no further increases applicable to these determinations.

OPERATING ENGINEER: All Classifications (Areas 1 & 2) (Special Single and Second Shift)

The above Determinations are currently in effect and expire on June 28, 2026**.

Effective June 29, 2026, there will be an increase of \$6.01 allocated as follows: \$4.41 to the Basic Hourly Rate, \$1.00 to Pension, \$0.50 to Health & Welfare, \$0.09 to Vacation & Holiday, and \$0.01 to Other.

Effective June 28, 2027, there will be an increase of \$4.01 to be allocated as follows: \$4.00 to be allocated to wages and/or employer payments, and \$0.01 to Other.

Effective June 26, 2028, there will be an increase of \$4.01 to be allocated as follows: \$4.00 to be allocated to wages and/or employer payments, and \$0.01 to Other.

There will be no further increases applicable to these determinations.

¹ County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer – Building Construction), and Pile Driver (Operating Engineer – Building Construction).

Issued 2/22/2026 Effective 3/4/2026 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: March 4, 2026

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: TULARE COUNTY

DETERMINATION: TUL-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			02/22/2026	03/31/2026*	\$16.900	A	\$6.840		\$10.130		\$0.000		\$0.410		\$0.000		8.0		\$34.280	\$42.730		\$42.730		\$42.730		Holidays	Scope of Work	Travel & Subsistence
#CARPET, LINOLEUM, RESILIENT	TILE LAYER		02/22/2026	12/31/2026**	\$44.350	E	\$12.250		\$14.180		\$0.000		\$0.770		\$0.330		8.0		\$71.880	\$92.110	F	\$92.110	F	\$112.350	G	Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM INSTALLER		02/22/2026	11/30/2026**	\$46.600	H	\$17.250		\$11.000	I	\$0.000		\$1.000		\$0.260	J	8.0		\$77.740	\$101.850	K	\$101.850	K	\$125.970		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	COMM & SYSTEM TECH.		02/22/2026	11/30/2026**	\$53.590	H	\$17.250		\$11.000	I	\$0.000		\$1.000		\$0.260	J	8.0		\$84.980	\$112.710	K	\$112.710	K	\$140.450		Holidays	Scope of Work	Travel & Subsistence
#ELECTRICIAN:	INSIDE WIREMAN, TECHNICIAN		02/22/2026	08/31/2026**	\$51.000		\$15.150		\$12.650	L	\$0.000	L	\$1.350		\$0.750		8.0		\$82.430	\$108.690	M	\$108.690	M	\$134.960		Holidays	Scope of Work	Travel & Subsistence
ELECTRICIAN:	CABLE SPICER		02/22/2026	08/31/2026**	\$56.100		\$15.150		\$12.650	L	\$0.000	L	\$1.350		\$0.750		8.0		\$87.680	\$116.570	M	\$116.570	M	\$145.470		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHIEF OF PARTY	N	02/22/2026	02/28/2027**	\$64.750		\$13.880		\$16.010	Q	\$4.400	P	\$1.260		\$0.280		8.0		\$100.580	\$132.960	Q	\$132.960	Q	\$165.330		Holidays	Scope of Work	Travel & Subsistence
#FIELD SURVEYOR:	CHAINMAN/RODMAN	N	02/22/2026	02/28/2027**	\$54.280		\$13.880		\$16.010	Q	\$4.400	P	\$1.260		\$0.280		8.0		\$90.110	\$117.250	Q	\$117.250	Q	\$144.390		Holidays	Scope of Work	Travel & Subsistence
GLAZIER			02/22/2026	03/31/2026*	\$16.900	A	\$0.000		\$0.000		\$0.550		\$0.000		\$0.000		8.0		\$17.450	\$25.900		\$25.900		\$25.900		Holidays	Scope of Work	Travel & Subsistence
#MARBLE FINISHER		B	08/22/2025	07/31/2026**	\$43.140	S	\$13.100		\$6.780		\$0.000	I	\$0.450		\$0.970		8.0		\$64.440	\$86.010	U	\$107.580		\$107.580		Holidays	Scope of Work	Travel & Subsistence
#PAINTER	TAPER		02/22/2026	07/31/2026*	\$56.810	V	\$12.250		\$22.140		\$0.000		\$1.100		\$0.730		8.0		\$93.030	\$121.430	W	\$121.430	W	\$149.840	X	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:		Y	02/22/2026	06/30/2026**	\$39.180	Z	\$12.250		\$11.060	Q	\$0.000		\$0.670		\$0.480		8.0		\$63.640	\$83.230		\$83.230	AA	\$102.820	AB	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	INDUSTRIAL PAINTER	AC	02/22/2026	06/30/2026**	\$41.180	Z	\$12.250		\$11.060	Q	\$0.000		\$0.670		\$0.480		8.0		\$65.640	\$86.230		\$86.230	AA	\$106.820	AB	Holidays	Scope of Work	Travel & Subsistence
#PAINTER:	BRIDGE PAINTER	AD	02/22/2026	06/30/2026**	\$41.680	Z	\$12.250		\$11.060	Q	\$0.000		\$0.670		\$0.480		8.0		\$66.140	\$86.980		\$86.980	AA	\$107.820	AB	Holidays	Scope of Work	Travel & Subsistence
#PLASTERER			08/22/2025	06/30/2026**	\$52.170	AE	\$16.040		\$19.990		\$0.000	L	\$1.450		\$1.440		8.0		\$91.090	\$113.780	AF	\$113.780	AG	\$136.470		Holidays	Scope of Work	Travel & Subsistence
#PLASTER TENDER			08/22/2025	06/30/2026*	\$42.420		\$11.100		\$16.130		\$4.330		\$0.520		\$0.630	AH	8.0		\$75.130	\$96.340	F	\$96.340	F	\$117.550		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)		02/22/2026	06/30/2026**	\$54.500		\$13.380		\$27.410		\$0.000	L	\$1.750		\$2.770		8.0		\$99.810	\$127.060	D	\$127.060	D	\$154.310		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	PIPE TRADESMAN		02/22/2026	06/30/2026*	\$21.800		\$10.840		\$1.000		\$0.000	L	\$0.000		\$0.710		8.0		\$34.350	\$45.250	D	\$45.250	D	\$56.150		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	UNDERGROUND UTILITY PIPEFITTER		08/22/2025	06/30/2026*	\$36.010		\$12.400		\$3.250	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$54.960	\$74.340		\$74.340	AA	\$93.720		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	LANDSCAPE PIPEFITTER		08/22/2025	06/30/2026*	\$36.010		\$12.400		\$3.250	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$54.960	\$74.340		\$74.340	AA	\$93.720		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	AK	08/22/2025	06/30/2026*	\$21.810		\$12.400		\$3.250	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$40.760	\$53.040		\$53.040	AA	\$65.320		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE ASSISTANT JOURNEYMAN	AL	08/22/2025	06/30/2026*	\$21.810		\$12.400		\$3.250	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$40.760	\$53.040		\$53.040	AA	\$65.320		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	UNDERGROUND UTILITY TRADESMAN	AM	08/22/2025	06/30/2026*	\$18.950		\$12.400		\$0.000	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$34.650	\$45.500		\$45.500	AA	\$56.350		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN I	AN	08/22/2025	06/30/2026*	\$18.950		\$12.400		\$0.000	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$34.650	\$45.500		\$45.500	AA	\$56.350		Holidays	Scope of Work	Travel & Subsistence
PLUMBER:	LANDSCAPE TRADESMAN II	AN	08/22/2025	06/30/2026*	\$18.950		\$12.400		\$3.250	AI	\$2.750	AJ	\$0.100		\$0.450		8.0		\$37.900	\$48.750		\$48.750	AA	\$59.600		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	AO	\$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	12/31/2026**	\$44.910		\$7.130		\$9.350		\$3.900	AP	\$1.240		\$0.090	AQ	8.0		\$66.620	\$91.030		\$91.030	AR	\$115.430		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)			02/22/2024	03/31/2024*	\$44.070	AS	\$0.000		\$0.000		\$0.000		\$0.000		\$40.790		8.0		\$84.860	\$106.890		\$106.890		\$106.890		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER (HVAC)	METAL DECK & SIDING		02/22/2025	03/31/2025*	\$44.450	AS	\$14.830		\$20.400		\$0.000		\$0.320		\$0.000		8.0		\$80.000	\$102.230		\$102.230		\$102.230		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER		AT	08/22/2025	06/30/2026**	\$46.600	AU	\$13.100		\$7.220		\$0.000	L	\$0.800		\$1.120		8.0		\$68.840	\$89.470	AV	\$89.470	AV	\$110.110		Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER		AT	08/22/2025	06/30/2026**	\$62.810	AU	\$13.100		\$15.720		\$0.000	L	\$0.800		\$1.370		8.0		\$93.800	\$121.620	AV	\$121.620	AV	\$149.440		Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			08/22/2025	03/31/2026*	\$32.810	AW	\$12.400		\$5.360		\$1.300		\$0.500		\$1.540		8.0	AA	\$53.910	\$70.320		\$70.320	AX	\$86.720		Holidays	Scope of Work	Travel & Subsistence
#TILE SETTER			08/22/2025	03/31/2026**	\$49.720	AW	\$12.400		\$8.700		\$2.750		\$0.750		\$2.060		8.0	AA	\$76.380	\$101.240		\$101.240	AX	\$126.100		Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:			08/22/2025	06/30/2026**	\$32.830		\$10.010		\$4.080		\$1.640	AY	\$0.000		\$0.000		8.0		\$48.560	\$64.980	AZ	\$64.980	AZ	\$64.980	AZ	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 PROVISIONS
WATER WELL DRILLER:	PUMP INSTALLER		08/22/2025	06/30/2026**	\$32.830		\$10.010		\$4.080		\$1.640	AY	\$0.000		\$0.000		8.0		\$48.560	\$64.980	AZ	\$64.980	AZ	\$64.980	AZ	Holidays	Scope of Work	Travel & Subsistence
WATER WELL DRILLER:	HELPER		08/22/2025	06/30/2026**	\$28.350		\$10.010		\$4.080		\$1.420	BA	\$0.000		\$0.000		8.0		\$43.860	\$58.040	AZ	\$58.040	AZ	\$58.040	AZ	Holidays	Scope of Work	Travel & Subsistence

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FOOTNOTES

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES 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 INCLUDES AMOUNT WITHELD FOR DUES CHECK OFF WHICH IS NOT FACTORED INTO OVERTIME
- F 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.
- G DESIGNATED DAYS OFF SHALL BE PAID AT TIME AND ONE-HALF (1 1/2X) FOR THE FIRST TWELVE (12) HOURS WORKED IN A DAY; ALL WORK PERFORMED IN EXCESS OF TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE. PLEASE REFER TO THE HOLIDAY PROVISION FOR A LIST OF DESIGNATED DAYS OFF.
- H INCLUDES AN AMOUNT EQUAL TO 6% OF THE HOURLY RATE FOR VACATION/WORKING DUES WHICH IS FACTORED INTO OVERTIME RATES.
- I 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.
- J IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES.
- K RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT OVERTIME HOURLY RATE.
- L INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- M RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS WORKED ON SATURDAYS. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY OVERTIME RATE.
- N ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- O INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- P INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- Q RATE APPLIES TO DAILY OVERTIME HOURS UP TO AND INCLUDING 12 HOURS WORKED IN A WORKDAY OR OTHER OVERTIME HOURS BEYOND 40 HOURS IN A WORKWEEK. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY RATE. IN THE EVENT THAT THERE ARE LESS THAN 40 HOURS WORKED MONDAY THROUGH FRIDAY, THEN THE BALANCE OF HOURS WORKED UP TO AND INCLUDING 40 HOURS FOR THE WORKWEEK, OR UP TO 8 HOURS FOR THE WORKDAY, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME RATE.
- R EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SWING STAGE SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- S INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.
- T INCLUDED IN BASIC HOURLY RATE.
- U RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.
- V INCLUDES AN AMOUNT FOR DUES CHECK OFF
- W 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 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.
- X DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.
- Y EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: WALLCOVERING (\$1.00 PER HOUR), SPRAY WORK (\$1.00 PER HOUR) REMEDIAL PATCHING (\$1.25 PER HOUR) AND ABRASIVE BLASTING/LEAD ABATEMENT (\$1.50 PER HOUR). EMPLOYEES WORKING OVER 30 FEET (EXCLUDING WORK FROM A LIFT 60 FEET AND LOWER) SHALL RECEIVE ONE DOLLAR (\$1.00) PER HOUR ABOVE THE BASIC HOURLY RATE IN ADDITION TO ANY OTHER PREMIUM PAY.
- Z INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- AA 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 SUNDAY IS PAID AT SATURDAY OVERTIME HOURLY RATE.
- AC EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AD EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- AE INCLUDE AMOUNTS WITHHELD FOR DUES CHECK OFF AND VACATION WHICH IS NOT FACTORED INTO OVERTIME.EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$15.00 PER DAY ABOVE THE WAGE RATE
- AF RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- AG RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME 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.
- AH INCLUDES AN AMOUNT FOR INDUSTRY STABILIZATION FUND.
- AI 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.
- AJ VACATION IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER.
- AK THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE.
- AL THERE MUST BE AT LEAST ONE JOURNEYMAN PIPEFITTER PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN.
- AM THERE SHALL BE NO MORE THAN THREE TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE.
- AN THERE SHALL BE NO MORE THAN FOUR TRADESMEN TO EVERY TWO JOURNEYMAN PIPEFITTER/ASSISTANT JOURNEYMAN PIPEFITTER COMBINATION EMPLOYED PER CONTRACTOR ON EACH JOBSITE. THIS AGREEMENT MAY BE USED TO COVER MAINTENANCE AND PLANT ESTABLISHMENT. PLANT ESTABLISHMENT SHALL BE WORK COVERED BY THIS AGREEMENT. THIS WORK MAY BE PERFORMED EXCLUSIVELY BY ALL CLASSIFICATIONS OUTLINED IN THIS AGREEMENT WITHOUT THE SUPERVISION OF A JOURNEYMAN, EXCEPT FOR APPRENTICES WHO REQUIRE THE SUPERVISION OF A JOURNEYMAN
- AO INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- AP INCLUDES \$1.00 FOR VACATION AND \$2.90 FOR DUES CHECK-OFF WHICH ARE BOTH FACTORED INTO OVERTIME.
- AQ AMOUNT IS FOR THE ROOFERS AND WATERPROOFERS RESEARCH AND EDUCATION JOINT TRUST FUND.

AR WHEN ADVERSE WEATHER OR JOB SCHEDULING PROBLEMS EXIST CAUSING AN EMPLOYEE TO WORK LESS THAN FORTY (40) HOURS IN A WEEK SATURDAY MAY BE USED AS A MAKE-UP DAY AT STRAIGHT TIME WAGE RATES.

AS BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE BASED ON THE DAVIS-BACON WAGE DETERMINATION FOR THIS CRAFT.

AT THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

AU INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AV RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AW INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

AX RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

AY \$2.27 AFTER 2 YEARS OF EMPLOYMENT.

AZ RATE APPLIES TO ALL TIME WORKED IN EXCESS OF 8 HOURS PER DAY OR 40 HOURS PER WEEK AND FOR ALL HOURS ON SUNDAYS AND HOLIDAYS. RATE DOES NOT INCLUDE ANY ADDITIONAL AMOUNT THAT MAY BE REQUIRED FOR VACATION/HOLIDAY PAYMENT.

BA \$1.96 AFTER 2 YEARS OF EMPLOYMENT.

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

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

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

LOCALITY: TULARE COUNTY

DETERMINATION: TUL-2026-1

PREDETERMINED INCREASES

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	DATE OF NEXT INCREASE 1	AMOUNT OF INCREASE 1	INCREASE FOOTNOTE 1	DATE OF NEXT INCREASE 2	AMOUNT OF INCREASE 2	INCREASE FOOTNOTE 2	DATE OF NEXT INCREASE 3	AMOUNT OF INCREASE 3	INCREASE FOOTNOTE 3	DATE OF NEXT INCREASE 4	AMOUNT OF INCREASE 4	INCREASE FOOTNOTE 4	DATE OF NEXT INCREASE 5	AMOUNT OF INCREASE 5	INCREASE FOOTNOTE 5	DATE OF NEXT INCREASE 6	AMOUNT OF INCREASE 6	INCREASE FOOTNOTE 6	DATE OF NEXT INCREASE 7	AMOUNT OF INCREASE 7	INCREASE FOOTNOTE 7	DATE OF NEXT INCREASE 8	AMOUNT OF INCREASE 8	INCREASE FOOTNOTE 8
BRICKLAYER:	BRICKLAYER, CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER		02/22/2026	04/30/2026**	05/01/2026	\$3.500	A	05/01/2027	\$4.500	B	05/01/2028	\$4.500	B	05/01/2029	\$4.500	B												
BRICKLAYER:	STONEMASON, MARBLE MASON		02/22/2026	04/30/2026**	05/01/2026	\$3.500	A	05/01/2027	\$4.500	B	05/01/2028	\$4.500	B	05/01/2029	\$4.500	B												
BRICKLAYER:	MASON FINISHER		02/22/2026	04/30/2026**	05/01/2026	\$2.300	C	05/01/2027	\$4.050	B	05/01/2028	\$4.050	B	05/01/2029	\$4.050	B												
CARPET, LINOLEUM, RESILIENT	TILE LAYER		02/22/2026	12/31/2026**	01/01/2027	\$4.000	B																					
ELECTRICIAN:	COMM & SYSTEM INSTALLER		02/22/2026	11/30/2026**	12/01/2026	\$3.400	B																					
ELECTRICIAN:	COMM & SYSTEM TECH.		02/22/2026	11/30/2026**	12/01/2026	\$3.400	B																					
ELECTRICIAN:	INSIDE WIREMAN, TECHNICIAN		02/22/2026	08/31/2026**	09/01/2026	\$1.500	B	03/01/2027	\$1.500	B																		
ELECTRICIAN:	CABLE SPLICER		02/22/2026	08/31/2026**	09/01/2026	\$1.500	B	03/01/2027	\$1.500	B																		
FIELD SURVEYOR:	CHIEF OF PARTY	D	02/22/2026	02/28/2027**	03/01/2027	\$5.000	B																					
FIELD SURVEYOR:	CHAINMAN/RODMAN	D	02/22/2026	02/28/2027**	03/01/2027	\$3.000	B																					
MARBLE FINISHER		E	08/22/2025	07/31/2026**	08/01/2026	\$2.500	B	08/01/2027	\$2.500	B	08/01/2028	\$2.750	B															
PAINTER:		F	02/22/2026	06/30/2026**	07/01/2026	\$0.500	B																					
PAINTER:	INDUSTRIAL PAINTER	G	02/22/2026	06/30/2026**	07/01/2026	\$0.500	B																					
PAINTER:	BRIDGE PAINTER	H	02/22/2026	06/30/2026**	07/01/2026	\$0.500	B																					
PLASTERER			08/22/2025	06/30/2026**	07/01/2026	\$4.000	I	07/01/2027	\$4.000	I	07/01/2028	\$4.000	I															
PLUMBER:	PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)		02/22/2026	06/30/2026**	07/01/2026	\$1.250	B	01/01/2027	\$2.750	B	07/01/2027	\$1.250	B	01/01/2028	\$2.800	B	07/01/2028	\$1.250	B									
PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)		02/22/2026	03/31/2026**	04/01/2026	\$3.030	J	01/01/2027	\$1.000	K	04/01/2027	\$3.040	L	01/01/2028	\$1.000	K	04/01/2028	\$0.500	M	01/01/2029	\$1.000	K	04/01/2029	\$0.500	M	01/01/2030	\$1.000	K
ROOFER			02/22/2026	12/31/2026**	01/01/2027	\$4.000	B	01/01/2028	\$4.000	B	08/31/2028	\$0.500	N															
TERRAZZO FINISHER		O	08/22/2025	06/30/2026**	07/01/2026	\$2.500	B																					
TERRAZZO WORKER		Q	08/22/2025	06/30/2026**	07/01/2026	\$3.000	B																					
TILE SETTER			08/22/2025	03/31/2026**	04/01/2026	\$3.000	B	04/01/2027	\$3.500	B																		
WATER WELL DRILLER:			08/22/2025	06/30/2026**	07/01/2026	\$2.000	B																					
WATER WELL DRILLER:	PUMP INSTALLER		08/22/2025	06/30/2026**	07/01/2026	\$2.000	B																					
WATER WELL DRILLER:	HELPER		08/22/2025	06/30/2026**	07/01/2026	\$2.000	B																					

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FOOTNOTES

- ** 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.
- A \$2.52 TO BASIC HOURLY RATE, \$0.75 TO PENSION, \$0.03 TO TRAINING, AND \$0.20 TO OTHER
- B THE PREDETERMINED INCREASE SHOWN IS TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS. PLEASE CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 WHEN THE PREDETERMINED INCREASE BECOMES DUE TO CONFIRM THE DISTRIBUTION. PLEASE ALSO EXAMINE THE IMPORTANT NOTICES TO SEE IF ANY MODIFICATIONS HAVE BEEN ISSUED, AS THERE MAY BE REDUCTIONS TO PREDETERMINED INCREASES.
- C \$2.27 TO BASIC HOURLY RATE AND \$0.03 TO TRAINING
- D ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.
- E EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SWING STAGE SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.
- F EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: WALLCOVERING (\$1.00 PER HOUR), SPRAY WORK (\$1.00 PER HOUR) REMEDIAL PATCHING (\$1.25 PER HOUR) AND ABRASIVE BLASTING/LEAD ABATEMENT (\$1.50 PER HOUR). EMPLOYEES WORKING OVER 30 FEET (EXCLUDING WORK FROM A LIFT 60 FEET AND LOWER) SHALL RECEIVE ONE DOLLAR (\$1.00) PER HOUR ABOVE THE BASIC HOURLY RATE IN ADDITION TO ANY OTHER PREMIUM PAY.
- G EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- H EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.
- I \$0.25 TO HEALTH&WELFARE, \$0.50 TO PENSION, AND \$3.25 TO BE ALLOCATED TO WAGES AND/OR EMPLOYER PAYMENTS.
- J \$3.03 TO BASIC HOURLY RATE.
- K \$0.95 TO HEALTH AND WELFARE, AND \$0.05 TO PENSION.
- L \$3.04 TO BASIC HOURLY RATE.
- M \$0.50 TO PENSION.
- N \$0.50 TO BASIC HOURLY RATE
- O THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

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

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

Determination:

C-DT-830-261-5-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

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

Localities:

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

Wages and Employer Payments:

Classification	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (1 ½ X)
Driver: Dump Truck	\$17.00	\$3.09 ^a	\$0.00	\$0.85 ^b	\$0.00	\$0.00	8.0	\$20.94	\$29.44 ^c	\$29.44

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

* There is no predetermined increase applicable to this determination.

^a The contribution applies to all hours until \$535.26 is paid for the month.

^b \$1.18 after 3 years of service

\$1.50 after 10 years of service

\$1.83 after 20 years of service

^c Rate applies to work in excess of eight (8) hours daily and forty (40) hours weekly.

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

Craft: TEAMSTER (APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)

Determination:

NC-23-261-1-2025-1

Issue Date:

August 22, 2025

Expiration date of determination:

June 30, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relation. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

Localities:

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$43.26	8	\$78.37	\$100.00	\$100.00	\$121.63
Group 2	\$43.56	8	\$78.67	\$100.45	\$100.45	\$122.23
Group 3	\$43.86	8	\$78.97	\$100.90	\$100.90	\$122.83
Group 4	\$44.21	8	\$79.32	\$101.43	\$101.43	\$123.53
Group 5	\$44.56	8	\$79.67	\$101.95	\$101.95	\$124.23
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					
Group 8 (Trainee) ^c ^d Step I – 1 st 1000 Hours ^e Step II – 2 nd 1000 Hours ^f Step III – 3 rd 1000 Hours						

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$21.27
Pension	\$9.46
Vacation and Holiday	\$2.30
Training	\$1.25
Other ⁹	\$0.83

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

**Craft: TEAMSTER (SPECIAL SINGLE SHIFT RATE)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:

NC-23-261-1-2025-1A

Issue Date:

August 22, 2025

Expiration date of determination:

June 30, 2026* Effective until superseded by a new determination issued by the Director of Industrial Relation. Contact the Office of the Director - Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

Localities:

All Localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba Counties.

WAGE RATES AND TOTAL HOURLY RATES (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$45.26	8	\$80.37	\$103.00	\$103.00	\$125.63
Group 2	\$45.56	8	\$80.67	\$103.45	\$103.45	\$126.33
Group 3	\$45.86	8	\$80.97	\$103.90	\$103.90	\$126.83
Group 4	\$46.21	8	\$81.32	\$104.43	\$104.43	\$127.53
Group 5	\$46.56	8	\$81.67	\$104.95	\$104.95	\$128.23
Group 6	USE DUMP TRUCK YARDAGE RATE					
Group 7	USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED					

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate (1 ½ X) ^b	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 8 (Trainee) ^c ^d Step I – 1 st 1000 Hours ^e Step II – 2 nd 1000 Hours ^f Step III – 3 rd 1000 Hours						

EMPLOYER PAYMENTS:

Type of Fund	Amount per Hour Worked
Health & Welfare	\$21.27
Pension	\$9.46
Vacation and Holiday	\$2.30
Training	\$1.25
Other ^g	\$0.83

CLASSIFICATIONS:

GROUP 1

Dump Trucks under 6 yards
Single Unit Flat Rack (2 axle unit)
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump machine
Snow Buggy
Steam Cleaning
Bus or Manhaul Driver
Escort or Pilot Car Driver
Pickup Truck
Teamster Oiler/Greaser/and or Serviceman
Hook Tenders
Team Drivers
Warehouseman
Tool Room Attendant (Refineries)
Fork Lift and Lift Jitneys
Warehouse Clerk/Parts Man
Fuel and/or Grease Truck Driver or Fuelman
Truck Repair Helper
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant

GROUP 2

Dump Trucks 6 yards Under 8 yards
Transit Mixers through 10 yards
Water Trucks Under 7000 gals.
Jetting Trucks Under 7000 gals.
Single Unit flat rack (3 axle unit)
Highbed Heavy Duty Transport
Scissor Truck
Rubber Tired Muck Car (not self-loaded)
Rubber Tired Truck Jumbo
Winch Truck and "A" Frame Drivers
Combination Winch Truck With Hoist
Road Oil Truck or Bootman

Buggymobile
Ross, Hyster and similar Straddle Carrier
Small Rubber Tired Tractor
Truck Dispatcher

GROUP 3

Dump Trucks 8 yards and including 24 yards
Transit Mixers Over 10 yards
Water Trucks 7000 gals and over
Jetting Trucks 7000 gals and over
Vacuum Trucks under 7500 gals
Trucks Towing Tilt Bed or Flat Bed Pull Trailers
Heavy Duty Transport Tiller Man
Tire Repairman
Truck Mounted Self Propelled Street Sweeper with or without Self-Contained Refuse Bin and or Vacuum Unit
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
P.B. or Similar Type Self Loading Truck
Combination Bootman and Road Oiler
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
Ammonia Nitrate Distributor, Driver and Mixer
Snow Go and/or Plow

GROUP 4

Dump Trucks over 25 yards and under 65 yards
Vacuum Trucks 7500 gals and over.
Truck Repairman
Water Pulls - DW 10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers
Helicopter Pilots
Lowbed Heavy Duty Transport (up to and including 7 axles)
DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5

Dump Truck 65 yards and over
Holland Hauler
Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6 (Use dump truck yardage rate)

Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumpcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck

GROUP 7 (Use appropriate Rate for the Power Unit or the Equipment Utilized)

Heater Planer
Asphalt Burner
Scarifier Burner
Fire Guard
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-up Truck
Composite Crewman

GROUP 8

Trainee

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

^a For classifications within each group, see Pages 5 and 6.

^b Saturday in the same work week may be worked at straight-time hourly rate if a job is shut down during the normal work week due to inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer.

^c An individual employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

^d Sixty-five percent (65%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^e Seventy-five percent (75%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^f Eighty-five percent (85%) of the Journey level wage for the type of equipment operated, plus full fringes without Vacation/Holiday.

^g Supplemental Dues and Contract Administration.

City of Visalia Labor Compliance Manual



Visalia Purchasing Division

Adopted January 2015

707 West Acequia
Visalia, CA 93291
Phone (559) 713-4334
purchasing@visalia.gov

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Preface

The City of Visalia (COV) has prepared this instructional manual for the purpose of compliance with California Labor code as enforced by the State of California Department of Industrial Relations Division of Labor Standards Enforcement (DLSE). The COV will enforce California Labor Code in accordance with Section 1726 and promptly report any suspected violations to the California Labor Commissioner.

Historically, the COV Municipal Code provisions (Chapter 3.37) have not required the application of prevailing wage laws for locally funded projects. This option was available to the COV as a charter city. On October 13, 2013, California Senate Bill No. 7 (SB7) was approved, adding Section 1782 to the California Labor Code. Section 1782 prohibits charter cities from receiving or using state funding or financial assistance for any construction project if they have charter provisions allowing them not to apply prevailing wage requirements to any public works contract, whether locally funded or not.

Chapter 3.37 of the COV Municipal Code has been amended effective January 1, 2015, to require compliance with State Prevailing Wage Laws on all City contracts for public works advertised for bid after December 31, 2014. Additional provisions included in this amendment will repeal or suspend the prevailing wage requirements on locally funded public works projects should the result of any legal action invalidate or stay the enforcement of Labor Code Section 1782.

This manual is provided to inform COV staff and contractors of existing California Labor Code (CLC) law. Nothing in this manual is meant to limit or change the enforcement of CLC as set forth in California law.

Introduction

The COV is required by current California Labor Law to comply with the Labor Code sections discussed in this manual. This responsibility is to be taken seriously by all City employees and contractors.

- o As stated in labor code section 1777, any officer, agent, or representative of the State or of any political subdivision who willfully 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. As defined in 1777.1(e), a willful violation occurs when the individual knew or reasonably **should have known** their obligation but fails or deliberately refuses to comply.

- o As stated in more detail in section 1777.1, any contractor or subcontractor found to be in violation of Chapter 1, Part 7 of the labor code (sections 1720-1861) with intent to defraud will be ineligible to bid on, perform work as a subcontractor on, or be awarded a public works contract for a period of up to 3 years.
- o Violations of prevailing wage requirements may be classified as a misdemeanor, a felony and/or can result in significant financial penalties in addition to the requirement to pay or correct any deficiency in wages paid or apprenticeship hours worked. (See labor code sections 1775, 1777.7, 1778, 1779, 1780 and 1814.)

The Labor Commissioner maintains a list of debarred (ineligible) contractors which will be reviewed by the COV before the award of any public works contract.

Public Works Contracts

1. Types of Contracts to Which Prevailing Wage Requirements Apply

In addition to projects with prevailing wage requirements imposed upon them by a particular funding source or federal or state law, all **public works** contracts entered into by the COV will be required to comply with the prevailing wage law set forth in the California Labor Code (CLC). Existing law defines “public works” to include, among other things, construction, alteration, demolition, installation, or repair work done under contract and paid for, in whole or in part, out of public funds, and street, sewer, or other improvement work done under the direction and supervision or by the authority of an officer or public body of the state, or of any political subdivision or district thereof.

Per section 1771, prevailing wage requirements apply only to work performed under contract and are not applicable to work carried out by a public agency with its own work force. Contracts for maintenance work must comply with prevailing wage requirements.

For a more exhaustive definition of public works contracts, please refer to Labor Code section 1720.

2. Limited Exemption

Section 1782(d)(1) of the Labor Code excludes public works contracts for projects of \$25,000 or less for construction work or projects of \$15,000 or less for alteration, demolition, repair, or maintenance work from the

prevailing wage requirements. In accordance with CLC section 1725.5(d)(3), if the amount of an exempt contract is changed by an increase in scope, resulting in a public work contract amount that exceeds these exempt amounts, workers employed on the contract from the contract amendment date forward shall be paid the prevailing wage and all public work requirements under CLC shall apply to the project from that date forward.

Also excluded from the requirements of Section 1782 are COV contracts awarded or advertised for bid prior to January 1, 2015. (Labor code sections 1782(f).)

Labor Code section 1720 contains additional specific exemptions that may apply to specific types of projects.

3. Applicable Dates for Enforcement

All public works contracts entered into on or after January 1, 2015 which do not fall under the exclusions in section 2 above, fall under the prevailing wage requirements.

Prevailing Wage Requirements

The sections of California Labor Code addressed in this manual impose three general categories of requirements, contractor registration, prevailing wage/certified payroll records, and apprenticeship.

Contractor Registration

Effective for any bid submitted on or after March 1, 2015 and any contract awarded on or after April 1, 2015, all contractors must be registered according to the requirements of Labor Code Section 1725.5 to be qualified to bid on, be listed in a bid proposal, or engage in the performance of any public works contract for the COV. The full text of the requirements of Section 1725.5 and its enforcement (Section 1771.1) is included in the attached appendices.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to contracts for projects of \$25,000 or less for construction work or projects of \$15,000 or less for alteration, demolition, repair, or maintenance work. For the purpose of this section, a project would include all the components of any individual contract, regardless of multiple phases and/or work locations.

As required by CLC section 1771.1(b), notice of the requirement for contractor registration 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 in accordance with section 1725.5.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to contractor registration are discussed further in their respective sections of this manual.

Prevailing Wage / Certified Payroll Records

Labor code sections 1771 and 1777.5 require the payment of the general prevailing rate of per diem wages for all work on public works projects. Labor code section 1774 also requires the contractor to whom the contract is awarded and any subcontractor under him to pay at least the prevailing wage to all workmen employed on the contract.

As required by labor code section 1776, each contractor and subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

A certified copy of each weekly payroll must be furnished directly to the Labor Commissioner as specified in the contract. As stated in 1771.4(a)(3)(B), the records shall be in a format prescribed by the Labor Commissioner. In accordance with CLC section 1776(a), each payroll record must contain or be verified by a written declaration, under penalty of perjury that the information contained within is true, correct and complies with the requirement of sections 1771, 1811, and 1815 for any work performed by the contractor's employees on a public work project.

In addition, these payroll records and their supporting documentation must be made available for inspection or copies provided, at all reasonable hours at the principal office of the contractor, to the various authorized parties discussed in labor code section 1776, including, but not limited to, the employee, the COV and the Department of Labor Standards Enforcement (DLSE). Public requests for copies of certified payroll records must be made directly to the COV or the DLSE.

The contractor must inform the COV of the location of the payroll records discussed above and notify the COV within 5 working days of any change in their location. Payroll records and their supporting documentation requested in writing, in accordance with the restrictions of section 1776, must be provided

within 10 days. Failure to comply within a 10-day period will result in a penalty of \$100 per day for each worker until the records are provided.

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to prevailing wage and certified payroll records are discussed further in their respective sections of this manual.

Apprentices

As required by CLC section 1777.5(d), contractors awarded public works contracts who employ workers in any apprenticeable craft or trade in the performance of the contract shall employ apprentices in at least the ratio of one hour of apprentice work for every five hours of journeyman work. In accordance with CLC section 1777.5, apprentices are to be paid the prevailing wage for apprentices in the trade to which they are registered.

Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months. (CLC section 1777.5(e).) Contractors should also review the potential applicable exemptions to apprenticeship requirements in Labor Code 1777.5.

Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.

The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement 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 contract is less than thirty thousand dollars (\$30,000).

The specific duties of the awarding body (COV) and the contractor/subcontractor in relation to apprenticeship requirements are discussed further in their respective sections of this manual.

Duty of the Awarding Body (COV)

As the awarding body on public works contracts, the COV must comply with various requirements of the California Labor Code (CLC). The project manager and purchasing are responsible for the COV's compliance with labor law throughout the various stages of a public works project as shown below.

1. Bid/Quote preparation (Purchasing/Project Manager)
2. Bid conference (Purchasing)
3. Contract award (Purchasing)
4. Contract language (Project Manager)
5. Contract administration and compliance monitoring (Purchasing/Project Manager)

1. Bid Preparation (Purchasing/Project Manager)

Contract Language (Purchasing): The COV awards contracts on a competitive basis. The following statements are required by California Labor Code (CLC) to be included in all public work requests for quotes, bids or proposals:

- ☐ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.
- ☐ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is and public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:

- ☐ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections are included herein as attachments to this contract.***

- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.
- ❑ As set forth in CLC section 1775(b)(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.
- ❑ As set forth in CLC section 1775(b)(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.
- ❑ As set forth in CLC section 1775(b)(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. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

Contract inclusion and/or attachments (Project Manager): The following item is required to be included either in the body of, as attachments to, or addendums of all public work requests for bids or proposals:

- ❑ As set forth in CLC section 1773, the COV 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. In accordance with labor code section 1773.2, this information is to be included in the bid specifications and in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

2. Bid conferences (Purchasing)

- ☐ Each prospective bidder shall be provided a copy of the COV Labor Compliance Manual.
- ☐ Purchasing shall review the Duty of the Contractor/Subcontractor section of the COV Labor Compliance Manual.

3. Contract Award (Purchasing)

Prior to Award: Before the award of any public works contract, the following items will be verified:

- ☐ Purchasing will consult the list of ineligible contractors maintained by the Labor Commissioner, according to labor code sections 1741(c) and 1771.1(e), to verify that all contractors and subcontractors listed on the winning bid are eligible to perform work on public works contracts. The list of contractors who are currently barred from participation on public works contracts may be found at: <http://www.dir.ca.gov/dlse/debar.html> .
- ☐ Purchasing will confirm the registration of each contractor and subcontractor in compliance with CLC section 1725.5. The confirmation can be completed at: <https://efiling.dir.ca.gov/PWCR/Search.action> .

After Award: Upon the actual award of a public works contract by the COV, purchasing will complete the following:

- ☐ As required by labor code section 1773.3(a)(1), within 5 days of the award of a public works contract by the COV, purchasing must provide notice of the award to the Department of Industrial Relations. A DAS form PWC-100 must be filed on the Department of Industrial Relations website (www.dir.ca.gov/pwc100ext). The registration requires the following information:
 - o Name of the contractor and any subcontractor listed on the successful bid,
 - o The bid and contract award dates,
 - o The contract amount,
 - o The estimated start and completion dates,
 - o Job site location.
 - o Any additional information requested by the Department Industrial Relations.

4. Contract Preparation (Purchasing/Project Manager)

Language and Inclusions: The following statements and requirements are to be included in all COV public work contracts that require the payment of prevailing wages in accordance with California Labor Code (CLC).

- ☐ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.
- ☐ As set forth in CLC section 1771.4 (a)(1), notice is given that this project is a public work, subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- ☐ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpndb.html>.
- ☐ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.
- ☐ In accordance with CLC section 1773.2, the contractor is required, by the COV, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ☐ In accordance with labor code section 1776 and its enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 each project contractor and subcontractor shall;
 - o Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury.
 - o Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

- o Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.
- The COV will comply with any prevailing wage monitoring and enforcement activities required by the labor compliance programs of the Department of Industrial Relations including the withholding of contract payments in the amount of any underpayment of prevailing wage and applicable penalties as directed by the Department of Labor Standards Enforcement in accordance with CLC section 1727(a). Any amount withheld will be released as directed by the Labor Commissioner upon receipt of a certified copy of a final order no longer subject to judicial review in accordance with CLC section 1742(f).
- As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on this public work project:
 - o As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
 - o As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.
 - o As set forth in CLC section 1775(b)(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.
 - o As set forth in CLC section 1775(b)(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.

- o As set forth in CLC section 1775(b)(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. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). In no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement 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 contract is less than thirty thousand dollars (\$30,000).
- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:
 - o 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 section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***

- o The contractor shall continually monitor a subcontractors 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.
- o 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.
- o Prior to making a 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.
- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the COV.

Contract inclusion and/or attachments: The following item is required to be included either in the body of, as attachments to, or addendums of all public work contracts:

- ❑ As set forth in CLC section 1773, the COV 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. This will include the apprenticeship prevailing wage for all apprenticeable trades. In accordance with labor code section 1773.2, this information is to be included in the contract itself.

10 days before the closing date of the bid, the project manager will review the prevailing wage rates included in any requests for bid proposals for updates and issue an addendum to notify interested bidders of any changes. General prevailing wage determinations made by the director of industrial relations for journeyman and apprentices may be found at:

<http://www.dir.ca.gov/OPRL/PWD/index.htm> and
<http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>

5. Contract Administration and Compliance Monitoring (Purchasing/Project Manager)

Pre-Construction Conference: Project Manager shall meet with the contractor and subcontractor(s) prior to the commencement of work on the project to review the following:

- o The COV labor Compliance manual. Project Manager will provide the contractor and subcontractors with copies of the manual as needed.
- o The contractor and subcontractor(s) will be given the opportunity to ask questions concerning the contract requirements.
- o When a public work contract is below \$25,000, and the result of a competitive quote process, the Labor Compliance Manual will be provided as an attachment to the Purchase Order (PO) when issued.

Contract Administration: The project manager will be responsible for the following:

- ☐ Project manager will confirm the contractor has posted, in accordance with CLC section 1773.2, a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.
- ☐ Prior to making final payment to any subcontractor(s) for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from each 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. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.
- ☐ The project manager will require the prime contractor to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before approving final payment on the contract.
- ☐ Any complaints received by the project manager alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the purchasing department in writing (email acceptable) by the end of the following business day. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.

- ❑ Any complaints received by purchasing alleging noncompliance with prevailing wage or apprenticeship requirements will be forwarded to the Department of Labor Standards Enforcement (DLSE) in writing (email acceptable) within 3 business days. Complaints received will not be pursued or discussed with contractors or subcontractors on the project by COV employees.
- ❑ The project manager will communicate on a regular basis with the prime contractor.
- ❑ When visiting the job site, the project manager shall not enter any area that appears unsafe. When entering a construction area, COV personnel are expected to exercise reasonable caution and required to wear hard hats, safety shoes and safety vests at all times.
- ❑ All authorized COV personnel visiting any COV construction site are required to be properly identified as a COV representative by wearing a visible employee ID badge or identifying themselves as such.
- ❑ Public requests for certified payroll records must be made directly to the COV or the Department of Labor Standards Enforcement. Upon the receipt of such a request, the project manager will process the request in accordance with CLC section 1776. The COV may charge reasonable fees to reimburse the costs of preparation and reproduction of public requests for certified payroll records in accordance with 1776(b)(3).
- ❑ The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

Duty of the Contractor/Subcontractor

Contractor Registration

- ❑ As set forth in CLC section 1771.1(a), all contractors and subcontractors must be currently registered and qualified to perform public work pursuant to CLC section 1725.5 to be qualified to bid, be listed in a bid proposal, or perform any public work for the COV. Proof of registration for each contractor and subcontractor listed on the bid is required.

Based upon the definition of a public works contract in Labor Code section 1782(d)(1), specific to charter cities, the requirement for contractor registration does not apply to public works contracts for projects of \$25,000 or less for construction work or projects of \$15,000 or less for alteration, demolition, repair, or maintenance work.

Contractor registration requires a \$300 annual fee, worker's compensation coverage for employees and various certifications of compliance with labor law. Information on contractor registration may be found on the Department of Industrial Relations (DIR) website at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>
https://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf

Required Postings for Prevailing Wage Projects

- ☐ As set forth in CLC section 1771.4(a)(2), the prime contractor is required by the COV to post job site notices, as prescribed by regulation. Information on required workplace postings may be found on the Department of Labor website at: <http://www.dir.ca.gov/wpnodeb.html>.
- ☐ In accordance with CLC section 1773.2, the contractor is required, by the COV, to post a copy of the determination of the Director of Labor Standards prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract at each job site.

Subcontractor Requirements

As set forth in labor code section 1775(b), the following subcontractor provisions shall be included in any contract executed between the contractor and a subcontractor for performance of work on a COV public works project requiring the payment of prevailing wages:

- ☐ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
- ☐ As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- ❑ As set forth in CLC section 1775(b)(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.
- ❑ As set forth in CLC section 1775(b)(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.
- ❑ As set forth in CLC section 1775(b)(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.
- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.
- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ❑ Unless exempted under CLC section 1777.5, a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). Unless an exemption applies, in no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- ❑ The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement 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 contract is less than thirty thousand dollars (\$30,000).
- ❑ As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 by a subcontractor if the prime contractor complied with the following requirements:

- ❑ 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 section 1771, 1775, 1776, 1777.5, 1813 and 1815. ***These labor code sections must be included within or as attachments to the contract.***
- ❑ The contractor shall continually monitor a subcontractors 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.
- ❑ 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.
- ❑ Prior to making a 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.

Certified Payroll Records

- ❑ In accordance with labor code section 1776 and it's enforcement (1771.4(a)(3)), for initial contracts awarded on or after April 1, 2015 and all prevailing wage projects, each project contractor and subcontractor shall;
 - o Maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with labor code sections 1771, 1811 and 1815, signed under penalty of perjury. Sole owners and partners who work on COV public works contracts must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of the work actually done. The Department of Industrial Relations (DIR) approved form (A-1-131) for this purpose, which includes the certification, may be found at:

<http://www.dir.ca.gov/dlse/publicWorksPayrollInstructions.htm>

Certified payroll records (CPR's) required by CLC 1776 may be

maintained electronically as long as the following conditions are met:

- The printouts of electronic data contain the same information as form A-1-131.
 - A full copy of the CPR's submitted for each pay period is kept in the form of a non-modifiable image (including a signed certification) or in paper form.
- o Make available or provide a certified copy of these payroll records and their supporting documentation within 10 days to all authorized* parties upon written request and be subject to penalties for non-compliance as detailed in labor code section 1776.

**Authorized parties include the employee, COV and the DIR. The public may not be given access to the records by the contractor. A request by the public shall be made through the COV or the DIR Department of Labor Standards enforcement (DLSE).*

- o Inform the COV of the location of the payroll records kept in compliance with labor code section 1776(g) and notify the COV within 5 working days of any change in their location.

The prime contractor is responsible for Labor Code violations of its subcontractor(s) in accordance with CLC section 1775 – payment of prevailing wages. As required by 1775(c) the Division of labor Standards Enforcement will notify the contractor on a public works project within 15 days of the receipt of a prevailing wage complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If a subcontractor on a public works project fails to pay a worker the general prevailing rate of per diem wages, the prime contractor of the project is not liable for any penalties under section 1775 unless the prime contractor had knowledge of that failure or unless the prime contractor fails to comply with all of the following requirements.

- ☐ As set forth in CLC section 1775(b)(1), any contract executed between a contractor and a subcontractor for the performance of work on a City of Visalia public works project requiring payment of prevailing wages shall include a copy of the provisions of Labor Code sections 1771, 1776, 1777.5, 1813, and 1815. ***These labor code sections must be included within or as attachments to the contract.***
- ☐ As set forth in CLC section 1776, the subcontractor shall maintain and furnish directly to the Labor Commissioner, bi-weekly, a certified copy of each weekly payroll as specified in section 1776 containing a statement of compliance with

labor code sections 1771, 1776, 1811 and 1815, signed under penalty of perjury.

- ❑ As set forth in CLC section 1775(b)(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.
- ❑ As set forth in CLC section 1775(b)(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.
- ❑ As set forth in CLC section 1775(b)(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. Prior to the release of retention to the contractor, the COV will require a copy of the affidavit(s) completed by each listed subcontractor.

If the COV has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment issued by the Labor Commissioner against a subcontractor, the contractor shall withhold sufficient money due to the subcontractor in accordance with CLC section 1727. Money withheld will be transferred to the awarding body and shall not be disbursed until receipt of a final order by the Labor Commissioner that is no longer subject to judicial review.

If all contract payments have been made to the contractor and subcontractor, under CLC section 1743, the contractor and subcontractor are jointly liable for all amounts due under a final order or judgment to satisfy a civil wage penalty assessment. The Labor Commissioner must first exhaust all reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

Apprenticeship Requirements

- ❑ In accordance with CLC section 1777.5(e), prior to commencing work on a contract for public work; every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work.

- ❑ Only apprentices, as defined in CLC section 3077, in training under apprenticeship standards approved by the Division of Apprenticeship Standards (DAP) and party to written apprentice agreements under CLC section 3070-3098 may be employed at the apprentice wage rate on public works.
- ❑ Unless exempted under CLC section 1777.5(j), a contractor working on a public works contract of \$30,000 or more shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards (CLC 1777.5(n)). Unless an exemption applies, in no event shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

The prime contractor is responsible for compliance with the requirements of CLC section 1777.5 for all apprenticeable occupations employed on the contract. As stated in 1777.5 (o), the apprenticeship requirement 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 contract is less than thirty thousand dollars (\$30,000). As stated in section 1777.7(e), the prime contractor will not be liable for any penalties assessed for violations of section 1777.5 if they have complied with the following requirements:

- ❑ 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 section 1771, 1775, 1776, 1777.5, 1813 and 1815.
- ❑ The contractor shall continually monitor a subcontractors 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.
- ❑ 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.
- ❑ Prior to making a 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.

Other Requirements

- ❑ The prime contractor is required to provide a signed affidavit declaring their compliance with California Labor Code sections 1771 (prevailing wage) and 1777.5 (apprenticeship) for all workers employed on the contract before final payment will be made on the contract by the COV. This affidavit must be provided to the COV prior to the release of retention to the contractor.
- ❑ As set forth in CLC section 1735, a contractor must not discriminate in the employment of persons on public work contracts on any basis listed in government code sections 12940, 12926, or 12926.1.
- ❑ As set forth in CLC 1777.6, an employer or labor union shall not refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in government codes sections 12940, 12926, or 12926.1 except as provided in Labor Code section 3077 and Government Code section 12940.

Project Closeout and Recordkeeping

The contractor and each subcontractor shall maintain all project records required under CLC for public works projects and preserve them for a minimum 3-year period to begin on the date a Notice of Completion is filed for the project. Please refer to the retention period required for any grant or specialized project funding. Some funding sources require an extended time period for records retention.

Appendix A – Labor Code section 96.7

LABOR CODE SECTION 96.7

96.7. The Labor Commissioner, after investigation and upon determination that wages or monetary benefits are due and unpaid to any worker in the State of California, may collect such wages or benefits on behalf of the worker without assignment of such wages or benefits to the commissioner.

(a) The Labor Commissioner shall act as trustee of all such collected unpaid wages or benefits, and shall deposit such collected moneys in the Industrial Relations Unpaid Wage Fund.

(b) The Labor Commissioner shall make a diligent search to locate any worker for whom the Labor Commissioner has collected unpaid wages or benefits.

(c) All wages or benefits collected under this section shall be remitted to the worker, his lawful representative, or to any trust or custodial fund established under a plan to provide health and welfare, pension, vacation, retirement, or similar benefits from the Industrial Relations Unpaid Wage Fund.

(d) Any unpaid wages or benefits collected by the Labor Commissioner pursuant to this section shall be retained in the Industrial Relations Unpaid Wage Fund until remitted pursuant to subdivision (c), or until deposited in the General Fund.

(e) The Controller shall, at the end of each fiscal year, transfer to the General Fund the unencumbered balance, less six months of expenditures as determined by the Director of Finance, in the Industrial Relations Unpaid Wage Fund.

(f) All wages or benefits collected under this section which cannot be remitted from the Industrial Relations Unpaid Wage Fund pursuant to subdivision (c) because money has been transmitted to the General Fund shall be paid out of the General Fund from funds appropriated for that purpose.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix B – Labor Code Section 1720-1743

LABOR CODE SECTION 1720-1743

1720. (a) As used in this chapter, "public works" means:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

(2) Work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type. "Public work" does not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

(3) Street, sewer, or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether the political subdivision or district operates under a freeholder's charter or not.

(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

(5) The laying of carpet in a public building done under contract and paid for in whole or in part out of public funds.

(6) Public transportation demonstration projects authorized pursuant to Section 143

of the Streets and Highways Code.

(7) (A) Infrastructure project grants from the California Advanced Services Fund pursuant to Section 281 of the Public Utilities Code.

(B) For purposes of this paragraph, the Public Utilities Commission is not the awarding body or the body awarding the contract, as defined in Section 1722.

(b) For purposes of this section, "paid for in whole or in part out of public funds" means all of the following:

(1) The payment of money or the equivalent of money by the state or political subdivision directly to or on behalf of the public works contractor, subcontractor, or developer.

(2) Performance of construction work by the state or political subdivision in execution of the project.

(3) Transfer by the state or political subdivision of an asset of value for less than fair market price.

(4) Fees, costs, rents, insurance or bond premiums, loans, interest rates, or other obligations that would normally be required in the execution of the contract, that are paid, reduced, charged at less than fair market value, waived, or forgiven by the state or political subdivision.

(5) Money loaned by the state or political subdivision that is to be repaid on a contingent basis.

(6) Credits that are applied by the state or political subdivision against repayment obligations to the state or political subdivision.

(c) Notwithstanding subdivision (b):

(1) Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(2) If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development

project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter.

(3) If the state or a political subdivision reimburses a private developer for costs that would normally be borne by the public, or provides directly or indirectly a public subsidy to a private development project that is de minimis in the context of the project, an otherwise private development project shall not thereby become subject to the requirements of this chapter.

(4) The construction or rehabilitation of affordable housing units for low- or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code do not constitute a project that is paid for in whole or in part out of public funds.

(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to the requirements of this chapter if one or more of the following conditions are met:

(A) The project is a self-help housing project in which no fewer than 500 hours of construction work associated with the homes are to be performed by the home buyers.

(B) The project consists of rehabilitation or expansion work associated with a facility operated on a not-for-profit basis as temporary or transitional housing for homeless persons with a total project cost of less than twenty-five thousand dollars (\$25,000).

(C) Assistance is provided to a household as either mortgage assistance, downpayment assistance, or for the rehabilitation of a single-family home.

(D) The project consists of new construction, expansion, or rehabilitation work associated

with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, architectural, and engineering services.

(E) The public participation in the project that would otherwise meet the criteria of subdivision (b) is public funding in the form of below-market interest rate loans for a project in which occupancy of at least 40 percent of the units is restricted for at least 20 years, by deed or regulatory agreement, to individuals or families earning no more than 80 percent of the area median income.

(d) Notwithstanding any provision of this section to the contrary, the following projects shall not, solely by reason of this section, be subject to the requirements of this chapter:

(1) Qualified residential rental projects, as defined by Section 142(d) of the Internal Revenue Code, financed in whole or in part through the issuance of bonds that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(2) Single-family residential projects financed in whole or in part through the issuance of qualified mortgage revenue bonds or qualified veterans' mortgage bonds, as defined by Section 143 of the Internal Revenue Code, or with mortgage credit certificates under a Qualified Mortgage Credit Certificate Program, as defined by Section 25 of the Internal Revenue Code, that receive allocation of a portion of the state ceiling pursuant to Chapter 11.8 (commencing with Section 8869.80) of Division 1 of Title 2 of the Government Code on or before December 31, 2003.

(3) Low-income housing projects that are allocated federal or state low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code, Chapter 3.6 (commencing with Section 50199.4) of Part 1 of Division 31 of the Health and Safety Code, or Section 12206, 17058, or 23610.5 of the

Revenue and Taxation Code, on or before December 31, 2003.

(e) If a statute, other than this section, or a regulation, other than a regulation adopted pursuant to this section, or an ordinance or a contract applies this chapter to a project, the exclusions set forth in subdivision (d) do not apply to that project.

(f) For purposes of this section, references to the Internal Revenue Code mean the Internal Revenue Code of 1986, as amended, and include the corresponding predecessor sections of the Internal Revenue Code of 1954, as amended.

(g) The amendments made to this section by either Chapter 938 of the Statutes of 2001 or the act adding this subdivision shall not be construed to preempt local ordinances requiring the payment of prevailing wages on housing projects.

1720.2. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public works" also means any construction work done under private contract when all of the following conditions exist:

(a) The construction contract is between private persons.

(b) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use.

(c) Either of the following conditions exist:

(1) The lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract.

(2) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

1720.3. (a) For the limited purposes of Article 2 (commencing with Section 1770), "public works" also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving

any state agency, including the California State University and the University of California, or any political subdivision of the state.

(b) For purposes of this section, the "hauling of refuse" includes, but is not limited to, hauling soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris. The "hauling of refuse" shall not include the hauling of recyclable metals such as copper, steel, and aluminum that have been separated from other materials at the jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser.

1720.4. (a) This chapter shall not apply to any of the following work:

(1) Any work performed by a volunteer. For purposes of this section, "volunteer" means an individual who performs work for civic, charitable, or humanitarian reasons for a public agency or corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, without promise, expectation, or receipt of any compensation for work performed.

(A) An individual shall be considered a volunteer only when his or her services are offered freely and without pressure and coercion, direct or implied, from an employer.

(B) An individual may receive reasonable meals, lodging, transportation, and incidental expenses or nominal nonmonetary awards without losing volunteer status if, in the entire context of the situation, those benefits and payments are not a substitute form of compensation for work performed.

(C) An individual shall not be considered a volunteer if the person is otherwise employed for compensation at any time (i) in the construction, alteration, demolition, installation, repair, or maintenance work on the same project, or (ii) by a contractor, other than a corporation qualified under Section 501(c)(3) of the Internal Revenue Code as a tax-exempt organization, that receives payment to perform construction, alteration, demolition, installation, repair, or maintenance work on the same project.

(2) Any work performed by a volunteer coordinator. For purposes of this section, "volunteer coordinator" means an individual paid by a corporation qualified under Section

501(c)(3) of the Internal Revenue Code as a tax-exempt organization, to oversee or supervise volunteers. An individual may be considered a volunteer coordinator even if the individual performs some nonsupervisory work on a project alongside the volunteers, so long as the individual's primary responsibility on the project is to oversee or supervise the volunteers rather than to perform nonsupervisory work.

(3) Any work performed by the California Conservation Corps or by Community Conservation Corps certified by the California Conservation Corps pursuant to Section 14507.5 of the Public Resources Code.

(b) This section shall apply retroactively to otherwise covered work concluded on or after January 1, 2002, to the extent permitted by law.

(c) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, which is enacted before January 1, 2017, deletes or extends that date.

1720.6. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public work" also means any construction, alteration, demolition, installation, or repair work done under private contract when the following conditions exist:

(a) The work is performed in connection with the construction or maintenance of renewable energy generating capacity or energy efficiency improvements.

(b) The work is performed on the property of the state or a political subdivision of the state.

(c) Either of the following conditions exists:

(1) More than 50 percent of the energy generated is purchased or will be purchased by the state or a political subdivision of the state.

(2) The energy efficiency improvements are primarily intended to reduce energy costs that would otherwise be incurred by the state or a political subdivision of the state.

1721. "Political subdivision" includes any county, city, district, public housing authority, or public agency of the state, and assessment or improvement districts.

1722. "Awarding body" or "body awarding the contract" means department, board, authority, officer or agent awarding a contract for public work.

1722.1. For the purposes of this chapter, "contractor" and "subcontractor" include a contractor, subcontractor, licensee, officer, agent, or representative thereof, acting in that capacity, when working on public works pursuant to this article and Article 2 (commencing with Section 1770).

1723. "Worker" includes laborer, worker, or mechanic.

1724. "Locality in which public work is performed" means the county in which the public work is done in cases in which the contract is awarded by the State, and means the limits of the political subdivision on whose behalf the contract is awarded in other cases.

1725. "Alien" means any person who is not a born or fully naturalized citizen of the United States.

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

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

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in

a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

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

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

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

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

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

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

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

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice

of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

1726. (a) The body awarding the contract for public work shall take cognizance of violations of this chapter committed in the course of the execution of the contract, and shall promptly report any suspected violations to the Labor Commissioner.

(b) If the awarding body determines as a result of its own investigation that there has been a violation of this chapter and withholds contract payments, the procedures in Section 1771.6 shall be followed.

(c) A contractor may bring an action in a court of competent jurisdiction to recover from an awarding body the difference between the wages - paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties required to be paid under this chapter, and costs and attorney's fees related to this action, if either of the following is true:

(1) The awarding body previously affirmatively represented to the contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work," as defined in this chapter.

(2) The awarding body received actual written notice from the Department of Industrial Relations that the work to be covered by the bid or contract is a "public work," as defined in this chapter, and failed to disclose that information to the contractor before the bid opening or awarding of the contract.

1727. (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final

order that is no longer subject to judicial review.

(b) If the awarding body has not retained sufficient money under the contract to satisfy a civil wage and penalty assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. These amounts shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

1728. In cases of contracts with assessment or improvement districts where full payment is made in the form of a single warrant, or other evidence of full payment, after completion and acceptance of the work, the awarding body shall accept from the contractor in cash a sum equal to, and in lieu of, any amount required to be withheld, retained, or forfeited under the provisions of this section, and said awarding body shall then release the final warrant or payment in full.

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

1730. The Director of Industrial Relations shall post a list of every California code section and the language of those sections that relate to the prevailing rate of per diem wage requirements for workers employed on a public work project on the Internet Web site of the Department of Industrial Relations on or before June 1, 2013, and shall update that list each February 1 thereafter.

1734. Any court collecting any fines or penalties under the criminal provisions of this

chapter or any of the labor laws pertaining to public works shall as soon as practicable after the receipt thereof deposit same with the county treasurer of the county in which such court is situated. Amounts so deposited shall be paid at least once a month by warrant of the county auditor drawn upon requisition of the judge or clerk of said court, to the State Treasurer for deposit in the General Fund.

1735. A contractor shall not discriminate in the employment of persons upon 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 otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

1736. During any investigation conducted under this part, the Division of Labor Standards Enforcement shall keep confidential the name of any employee who reports a violation of this chapter and any other information that may identify the employee.

1740. Notwithstanding any other provision of this chapter or any other law of this State, except limitations imposed by the Constitution, the legislative body of a political subdivision which has received or is to receive a loan or grant of funds from the Federal Government or a federal department or agency for public works of that political subdivision, may provide in its call for bids in connection with such public works that all bid specifications and contracts and other procedures in connection with bids or contracts shall be subject to modification to comply with revisions in federal minimum wage schedules without the necessity of republication or duplication of other formal statutory requirements.

1741. (a) If the Labor Commissioner or his or her designee determines after an investigation that there has been a violation of

this chapter, the Labor Commissioner shall with reasonable promptness issue a civil wage and penalty assessment to the contractor or subcontractor, or both. The assessment shall be in writing, shall describe the nature of the violation and the amount of wages, penalties, and forfeitures due, and shall include the basis for the assessment. The assessment shall be served 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. Service of the assessment shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor, subcontractor, and awarding body. The assessment shall advise the contractor and subcontractor of the procedure for obtaining review of the assessment. The Labor Commissioner shall, to the extent practicable, ascertain the identity of any bonding company issuing a bond that secures the payment of wages covered by the assessment and any surety on a bond, and shall serve a copy of the assessment by certified mail to the bonding company or surety at the same time service is made to the contractor, subcontractor, and awarding body. However, no bonding company or surety shall be relieved of its responsibilities because it failed to receive notice from the Labor Commissioner.

(b) Interest shall accrue on all due and unpaid wages at the rate described in subdivision (b) of Section 3289 of the Civil Code. The interest shall accrue from the date that the wages were due and payable, as provided in Part 7 (commencing with Section 1720) of Division 2, until the wages are paid.

(c) (1) The Labor Commissioner shall maintain a public list of the names of each contractor and subcontractor who has been found to have committed a willful violation of Section 1775 or to whom a final order, which is no longer subject to judicial review, has been issued.

(2) The list shall include the date of each assessment, the amount of wages and penalties assessed, and the amount collected.

(3) The list shall be updated at least quarterly, and the contractor's or subcontractor's name shall remain on that list until the assessment is satisfied, or for a

period of three years beginning from the date of the issuance of the assessment, whichever is later.

1741.1. (a) The period for service of assessments shall be tolled for the period of time required by the Director of Industrial Relations to determine whether a project is a public work, including a determination on administrative appeal, if applicable, pursuant to subdivisions (b) and (c) of Section 1773.5. The period for service of assessments shall also be tolled for the period of time that a contractor or subcontractor fails to provide in a timely manner certified payroll records pursuant to a request from the Labor Commissioner or a joint labor-management committee under Section 1776, or an approved labor compliance program under Section 1771.5 or 1771.7.

(b) (1) The body awarding the contract for public work shall furnish, within 10 days after receipt of a written request from the Labor Commissioner, a copy of the valid notice of completion for the public work filed in the office of the county recorder, or a document evidencing the awarding body's acceptance of the public work on a particular date, whichever occurs later, by first-class mail addressed to the office of the Labor Commissioner that is listed on the written request. If, at the time of receipt of the Labor Commissioner's written request, a valid notice of completion has not been filed by the awarding body in the office of the county recorder and there is no document evidencing the awarding body's acceptance of the public work on a particular date, the awarding body shall so notify the office of the Labor Commissioner that is listed on the written request. Thereafter, the awarding body shall furnish copies of the applicable document within 10 days after filing a valid notice of completion with the county recorder's office, or within 10 days of the awarding body's acceptance of the public work on a particular date.

(2) If the awarding body fails to timely furnish the Labor Commissioner with the documents identified in paragraph (1), the period for service of assessments under Section 1741 shall be tolled until the Labor Commissioner's actual receipt of the valid notice of completion for the public work or a

document evidencing the awarding body's acceptance of the public work on a particular date.

(c) The tolling provisions in this section shall also apply to the period of time for commencing an action brought by a joint labor-management committee pursuant to Section 1771.2.

1742. (a) An affected contractor or subcontractor may obtain review of a civil wage and penalty assessment under this chapter by transmitting a written request to the office of the Labor Commissioner that appears on the assessment within 60 days after service of the assessment. If no hearing is requested within 60 days after service of the assessment, the assessment shall become final.

(b) Upon receipt of a timely request, a hearing shall be commenced within 90 days before the director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Labor Commissioner subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor. The contractor or subcontractor shall have the burden of proving that the basis for the civil wage and penalty assessment is incorrect. The assessment shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing. Within 45 days of the conclusion of the hearing, the director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties and the awarding body pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Labor

Commissioner. Within 15 days of the issuance of the decision, the director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The director shall adopt regulations setting forth procedures for hearings under this subdivision.

(c) An affected contractor or subcontractor may obtain review of the decision of the director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.

(d) A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.

(e) A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.

(f) An awarding body that has withheld funds in response to a civil wage and penalty assessment under this chapter shall, upon receipt of a certified copy of a final order that is no longer subject to judicial review, promptly transmit the withheld funds, up to the amount of the certified order, to the Labor Commissioner.

(g) This section shall provide the exclusive method for review of a civil wage and penalty assessment by the Labor Commissioner under this chapter or the decision of an awarding body to withhold contract payments pursuant to Section 1771.5.

1742.1. (a) After 60 days following the service of a civil wage and penalty assessment under Section 1741 or a notice of withholding under subdivision (a) of Section 1771.6, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment or notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof, that still remain unpaid. If the assessment or notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. Additionally, if the contractor or subcontractor demonstrates to the satisfaction of the director that he or she had substantial grounds for appealing the assessment or notice with respect to a portion of the unpaid wages covered by the assessment or notice, the director may exercise his or her discretion to waive payment of the liquidated damages with respect to that portion of the unpaid wages. Any liquidated damages shall be distributed to the employee along with the unpaid wages. Section 203.5 shall not apply to claims for prevailing wages under this chapter.

(b) Notwithstanding subdivision (a), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the assessment or notice, for the department to hold in escrow pending administrative and judicial review. The department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

(c) The Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of a civil wage and penalty assessment under Section 1741, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment without the need for formal proceedings. The awarding body shall, upon receipt of a request from the affected contractor or subcontractor within 30 days

following the service of a notice of withholding under subdivision (a) of Section 1771.6, afford the contractor or subcontractor the opportunity to meet with the designee of the awarding body to attempt to settle a dispute regarding the notice without the need for formal proceedings. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking administrative review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. The assessment or notice shall advise the contractor or subcontractor of the opportunity to request a settlement meeting.

(d) This section shall become operative on January 1, 2007.

1743. (a) The contractor and subcontractor shall be jointly and severally liable for all amounts due pursuant to a final order under this chapter or a judgment thereon. The Labor Commissioner shall first exhaust all

reasonable remedies to collect the amount due from the subcontractor before pursuing the claim against the contractor.

(b) From the amount collected, 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.

(c) 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.

(d) A final order under this chapter or a judgment thereon shall be binding, with respect to the amount found to be due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. The limitations period of any action on a payment bond shall be tolled pending a final order that is no longer subject to judicial review.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix C – Labor Code Section 1770-1784

LABOR CODE SECTION 1770-1784

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

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

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

the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

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

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

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

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

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

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

requirements of Section 1725.5 or this section.

(g) 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.

1771.2. (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. 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.

1771.3. (a) The State Public Works Enforcement Fund is hereby created as a special fund in the State Treasury to be available upon appropriation of the Legislature. All registration fees collected pursuant to Section 1725.5 and any other moneys as are designated by statute or order shall be deposited in the fund for the purposes specified in subdivision (b).

(b) Moneys in the State Public Works Enforcement Fund shall be used only for the following purposes:

(1) The reasonable costs of administering the registration of contractors and subcontractors to perform public work pursuant to Section 1725.5.

(2) The costs and obligations associated with the administration and enforcement of the requirements of this chapter by the Department of Industrial Relations.

(3) The monitoring and enforcement of any requirement of this code by the Labor Commissioner on a public works project or in connection with the performance of public work as defined pursuant to this chapter.

(c) The annual contractor registration renewal fee specified in subdivision (a) of Section 1725.5, and any adjusted application or renewal fee, shall be set in amounts that are sufficient to support the annual appropriation approved by the Legislature for the State Public Works Enforcement Fund and not result in a fund balance greater than 25 percent of the appropriation. Any yearend balance in the fund greater than 25 percent of the appropriation shall be applied as a credit when determining any fee adjustments for the subsequent fiscal year. (d) To provide adequate cashflow for the purposes specified in subdivision (b), the Director of Finance,

with the concurrence of the Secretary of the Labor and Workforce Development Agency, may approve a short-term loan each fiscal year from the Labor and Workforce Development Fund to the State Public Works Enforcement Fund.

(1) The maximum amount of the annual loan allowable may be up to, but shall not exceed 50 percent of the appropriation authority of the State Public Works Enforcement Fund in the same year in which the loan was made.

(2) For the purposes of this section, a "short-term loan" is a transfer that is made subject to both of the following conditions:

(A) Any amount loaned is to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the annual Budget Act for the subsequent fiscal year.

(B) Loans shall be repaid whenever the funds are needed to meet cash expenditure needs in the loaning fund or account.

1771.4. (a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

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

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

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

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

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

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

1771.5. (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.

1771.6. (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.

1771.7. (a) (1) For contracts specified in subdivision (f), an awarding body that chooses to use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in subdivision (b) of Section 1771.5, with respect to that public works project.

(2) If an awarding body described in paragraph (1) chooses to contract with a third party to initiate and enforce a labor compliance program for a project described in paragraph (1), that third party shall not review the payroll records of its own employees or the employees of its subcontractors, and the awarding body or an independent third party shall review these

payroll records for purposes of the labor compliance program.

(b) This section applies to public works that commence on or after April 1, 2003. For purposes of this subdivision, work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, does not constitute the commencement of a public work.

(c) (1) For purposes of this section, if any campus of the California State University chooses to use the funds described in subdivision (a), then the "awarding body" is the Chancellor of the California State University. For purposes of this subdivision, if the chancellor is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the Chancellor of the California State University shall review the payroll records on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(2) For purposes of this subdivision, if an awarding body described in subdivision (a) is the University of California or any campus of that university, and that awarding body is required by subdivision (a) to initiate and enforce, or to contract with a third party to initiate and enforce, a labor compliance program, then in addition to the requirements described in subdivision (b) of Section 1771.5, the payroll records shall be reviewed on at least a monthly basis to ensure the awarding body's compliance with the labor compliance program.

(d) (1) An awarding body described in subdivision (a) shall make a written finding that the awarding body has initiated and enforced, or has contracted with a third party to initiate and enforce, the labor compliance program described in subdivision (a).

(2) (A) If an awarding body described in subdivision (a) is a school district, the governing body of that district shall transmit to the State Allocation Board, in the manner determined by that board, a copy of the finding described in paragraph (1).

(B) The State Allocation Board shall not release the funds described in subdivision (a) to an awarding body that is a school district until the State Allocation Board has received

the written finding described in paragraph (1).

(C) If the State Allocation Board conducts a postaward audit procedure with respect to an award of the funds described in subdivision (a) to an awarding body that is a school district, the State Allocation Board shall verify, in the manner determined by that board, that the school district has complied with the requirements of this subdivision.

(3) If an awarding body described in subdivision (a) is a community college district, the Chancellor of the California State University, or the office of the President of the University of California or any campus of the University of California, that awarding body shall transmit, in the manner determined by the Director of Industrial Relations, a copy of the finding described in paragraph (1) to the director of that department, or the director of any successor agency that is responsible for the oversight of employee wage and employee work hours laws.

(e) Because the reasonable costs directly related to monitoring and enforcing compliance with the prevailing wage requirements are necessary oversight activities, integral to the cost of construction of the public works projects, notwithstanding Section 17070.63 of the Education Code, the grant amounts as described in Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code for the costs of a new construction or modernization project shall include the state's share of the reasonable and directly related costs of the labor compliance program used to monitor and enforce compliance with prevailing wage requirements.

(f) This section shall only apply to contracts awarded prior to January 1, 2012.

1772. Workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

1773. 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.

1773.1. (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 required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.

(9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

(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, or 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). 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) 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 occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

(4) The director determines that annualization would not serve the purposes of this chapter.

(f) (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.

1773.2. 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.

1773.3. (a) (1) An awarding agency shall provide notice to the Department of Industrial Relations of any public works contract subject to the requirements of this chapter, within five days of the award.

(2) The notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter.

(b) In lieu of responding to any specific request for contract award information, the department may make the information provided by awarding bodies pursuant to this

section available for public review on its Internet Web site.

1773.4. 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.

1773.5. (a) The Director of Industrial Relations may establish

rules and regulations for the purpose of carrying out this chapter, including, but not limited to, the responsibilities and duties of awarding bodies under this chapter.

(b) When a request is made to the director for a determination of whether a specific project or type of work awarded or undertaken by a political subdivision is a public work, he or she shall make that determination within 60 days receipt of the last notice of support or opposition from any interested party relating to that project or type of work that was not unreasonably delayed, as determined by the director. If the director deems that the complexity of the request requires additional time to make that determination, the director may have up to an additional 60 days if he or she certifies in writing to the requestor, and any interested party, the reasons for the extension. If the requestor is not a political subdivision, the requester shall, within 15 days of the request, serve a copy of the request upon the political subdivision, in which event the political subdivision shall, within 30 days of its receipt, advise the director of its position regarding the request. For projects or types of work that are otherwise private development projects receiving public funds, as specified in subdivision (b) of Section 1720, the director shall determine whether a specific project or type of work is a public work within 120 days of receipt of the last notice of support or opposition relating to that project or type of work from any interested party that was not unreasonably delayed, as determined by the director.

(c) If an administrative appeal of the director's determination is made, it shall be made within 30 days of the date of the determination. The director shall issue a determination on the administrative appeal within 120 days after receipt of the last notice of support or opposition relating to that appeal from any interested party that was not unreasonably delayed, as determined by the director. The director may have up to an additional 60 days if he or she certifies in writing to the party requesting the appeal the reason for the extension.

(d) The director shall have quasi-legislative authority to determine coverage of projects or types of work under the prevailing wage laws of this chapter. A final determination on any administrative appeal is subject to judicial

review pursuant to Section 1085 of the Code of Civil Procedure. These determinations, and any determinations relating to the general prevailing rate of per diem wages and the general prevailing rate for holiday, shift rate, and overtime work, shall be exempt from the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code).

1773.6. 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 shall make such change available to the awarding body and his 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.

1773.7. The provisions of Section 11250 of the Government Code shall not be applicable to Sections 1773, 1773.4, and 1773.6.

1773.8. 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.

1773.9. (a) The Director of Industrial Relations shall use the methodology set forth in subdivision (b) to determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed.

(b) The general prevailing rate of per diem wages includes all of the following:

(1) The basic hourly wage rate being paid to a majority of workers engaged in the particular craft, classification, or type of work

within the locality and in the nearest labor market area, if a majority of the workers is paid at a single rate. If no single rate is being paid to a majority of the workers, then the single rate being paid to the greatest number of workers, or modal rate, is prevailing. If a modal rate cannot be determined, then the director shall establish an alternative rate, consistent with the methodology for determining the modal rate, by considering the appropriate collective bargaining agreements, federal rates, rates in the nearest labor market area, or other data such as wage survey data.

(2) Other employer payments included in per diem wages pursuant to Section 1773.1 and as included as part of the total hourly wage rate from which the basic hourly wage rate was derived. In the event the total hourly wage rate does not include any employer payments, the director shall establish a prevailing employer payment rate by the same procedure set forth in paragraph (1).

(3) The rate for holiday and overtime work shall be those rates specified in the collective bargaining agreement when the basic hourly rate is based on a collective bargaining agreement rate. In the event the basic hourly rate is not based on a collective bargaining agreement, the rate for holidays and overtime work, if any, included with the prevailing basic hourly rate of pay shall be prevailing.

(c) (1) If the director determines that the general prevailing rate of per diem wages is the rate established by a collective bargaining agreement, and that the collective bargaining agreement contains definite and predetermined changes during its term that will affect the rate adopted, the director shall incorporate those changes into the determination. Predetermined changes that are rescinded prior to their effective date shall not be enforced.

(2) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but has not published, at the time of the effective date of the predetermined change, the allocation of the predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1, a contractor or subcontractor may allocate payments of not less than the amount of the definite and

predetermined change to either the basic hourly wage or other employer payments included in per diem wages for up to 60 days following the director's publication of the specific allocation of the predetermined change.

(3) When the director determines that there is a definite and predetermined change in the general prevailing rate of per diem wages as described in paragraph (1), but the allocation of that predetermined change as between the basic hourly wage and other employer payments included in per diem wages pursuant to Section 1773.1 is subsequently altered by the parties to a collective bargaining agreement described in paragraph (1), a contractor or subcontractor may allocate payments of not less than the amount of the definite and predetermined change in accordance with either the originally published allocation or the allocation as altered in the collective bargaining agreement.

1773.11. (a) Notwithstanding any other provision of law and except as otherwise provided by this section, if the state or a political subdivision thereof agrees by contract with a private entity that the private entity's employees receive, in performing that contract, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, the director shall, upon a request by the state or the political subdivision, do both of the following:

(1) Determine, as otherwise provided by law, the wage rates for each craft, classification, or type of worker that are needed to execute the contract.

(2) Provide these wage rates to the state or political subdivision that requests them.

(b) This section does not apply to a contract for a public work, as defined in this chapter.

(c) The director shall determine and provide the wage rates described in this section in the order in which the requests for these wage rates were received and regardless of the calendar year in which they were received. If there are more than 20 pending requests in a calendar year, the director shall respond only to the first 20 requests in the order in which they were received. If the director determines that funding is available in any calendar year to determine and provide these wage rates in response to more than 20 requests, the

director shall respond to these requests in a manner consistent with this subdivision.

1774. 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.

1775. (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.

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

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

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

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

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

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished

upon request to a representative of the body awarding the contract 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 requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) 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) 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.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

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

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

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from

progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

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

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777. 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.

1777.1. (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.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

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

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

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

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

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

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can

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

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

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

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the 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) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from

the 1 to 5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

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

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

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

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and 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.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all 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.

1777.6. 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.

1777.7. (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.

1778. 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 own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

1779. 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.

1780. 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 workman 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.

1781. (a) (1) Notwithstanding any other provision of law, a contractor may, subject to paragraphs (2) and (3), bring an action in a court of competent jurisdiction to recover from the body awarding a contract for a public work or otherwise undertaking any public work any increased costs incurred by the contractor as a result of any decision by the body, the Department of Industrial Relations, or a court that classifies, after the time at which the body accepts the contractor's bid or awards the contractor a contract in circumstances where no bid is solicited, the work covered by the bid or contract as a "public work," as defined in this chapter, to which Section 1771 applies, if that body, before the bid opening or awarding of the contract, failed to identify as a "public work," as defined in this chapter, in the bid specification or in the contract documents that portion of the work that the decision classifies as a "public work."

(2) The body awarding a contract for a public work or otherwise undertaking any public work is not liable for increased costs in an action described in paragraph (1) if all of the following conditions are met:

(A) The contractor did not directly submit a bid to, or directly contract with, that body.

(B) The body stated in the contract, agreement, ordinance, or other written arrangement by which it undertook the public work that the work described in paragraph (1) was a "public work," as defined in this chapter, to which Section 1771 applies, and obligated the party with whom the body makes its written arrangement to cause the work described in paragraph (1) to be performed as a "public work."

(C) The body fulfilled all of its duties, if any, under the Civil Code or any other provision of law pertaining to the body providing and maintaining bonds to secure the payment of contractors, including the payment of wages to workers performing the work described in paragraph (1).

(3) If a contractor did not directly submit a bid to, or directly contract with a body awarding a contract for, or otherwise undertaking a public work, the liability of that

body in an action commenced by the contractor under subdivision (a) is limited to that portion of a judgment, obtained by that contractor against the body that solicited the contractor's bid or awarded the contract to the contractor, that the contractor is unable to satisfy. For purposes of this paragraph, a contractor may not be deemed to be unable to satisfy any portion of a judgment unless, in addition to other collection measures, the contractor has made a good faith attempt to collect that portion of the judgment against a surety bond, guarantee, or some other form of assurance.

(b) When construction has not commenced at the time a final decision by the Department of Industrial Relations or a court classifies all or part of the work covered by the bid or contract as a "public work," as defined in this chapter, the body that solicited the bid or awarded the contract shall rebid the "public work" covered by the contract as a "public work," any bid that was submitted and any contract that was executed for this work are null and void, and the contractor may not be compensated for any nonconstruction work already performed unless the body soliciting the bid or awarding the contract has agreed to compensate the contractor for this work.

(c) For purposes of this section:

(1) "Awarding body" does not include the Department of General Services, the Department of Transportation, or the Department of Water Resources.

(2) "Increased costs" includes, but is not limited to:

(A) Labor cost increases required to be paid to workers who perform or performed work on the "public work" as a result of the events described in subdivision (a).

(B) Penalties for a violation of this article for which the contractor is liable, and which violation is the result of the events described in subdivision (a).

1782. (a) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with the provisions of this article on any public works contract.

(b) A charter city shall not receive or use state funding or financial assistance for a construction project if the city has awarded,

within the prior two years, a public works contract without requiring the contractor to comply with all of the provisions of this article. This subdivision shall not apply if the charter city's failure to include the prevailing wage or apprenticeship requirement in a particular contract was inadvertent and contrary to a city charter provision or ordinance that otherwise requires compliance with this article.

(c) A charter city is not disqualified by subdivision (a) from receiving or using state funding or financial assistance for its construction projects if the charter city has a local prevailing wage ordinance for all its public works contracts that includes requirements that in all respects are equal to or greater than the requirements imposed by the provisions of this article and that do not authorize a contractor to not comply with this article.

(d) For purposes of this section, the following shall apply:

(1) A public works contract does not include contracts for projects of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or projects of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work.

(2) A charter city includes any agency of a charter city and any entity controlled by a charter city whose contracts would be subject to this article.

(3) A "construction project" means a project that involves the award of a public works contract.

(4) State funding or financial assistance includes direct state funding, state loans and loan guarantees, state tax credits, and any other type of state financial support for a construction project. State funding or financial assistance does not include revenues that charter cities are entitled to receive without conditions under the California Constitution.

(e) The Director of Industrial Relations shall maintain a list of charter cities that may receive and use state funding or financial assistance for their construction projects.

(f) (1) This section does not restrict a charter city from receiving or using state funding or financial assistance that was awarded to the city prior to January 1, 2015, or from receiving or using state funding or

financial assistance to complete a contract that was awarded prior to January 1, 2015.

(2) A charter city is not disqualified by subdivision (b) from receiving or using state funding or financial assistance for its construction projects based on the city's failure to require a contractor to comply with this article in performing a contract the city advertised for bid or awarded prior to January 1, 2015.

1784. (a) Notwithstanding any other law, a contractor may bring an action in a court of competent jurisdiction to recover from the hiring party that the contractor directly contracts with, any increased costs attributable solely to the provisions of this chapter, including, but not limited to, the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee under this chapter, any penalties or other sums required to be paid under this chapter, and costs and attorney's fees for the action incurred by the contractor as a result of any decision by the Department of Industrial Relations, the Labor and Workforce Development Agency, or a court that classifies, after the time at which the hiring party accepts the contractor's bid, awards the contractor a contract under circumstances when no bid is solicited, or otherwise allows construction by the contractor to proceed, the work covered by the project, or any portion thereof, as a "public work," as defined in this chapter, except to the extent that either of the following is true:

(1) The owner or developer or its agent expressly advised the contractor that the work to be covered by the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(2) The hiring party expressly advised the contractor that the work subject to the contract would be a "public work," as defined in this chapter, or is otherwise subject to the payment of prevailing wages.

(b) (1) To be entitled to the recovery of increased costs described in subdivision (a), the contractor shall notify the hiring party and the owner or developer within 30 days after receipt of the notice of a decision by the Department of Industrial Relations or the

Labor and Workforce Development Agency, or the initiation of any action in a court alleging, that the work covered by the project, or any portion thereof, is a "public work," as defined in this chapter.

(2) The notice provided pursuant to this subdivision shall set forth the legal name, address, and telephone number of the contractor, and the name, address, and telephone number of the contractor's representative, if any, and shall be given by registered or certified mail, express mail, or overnight delivery by an express service carrier.

(c) A contractor is not required to list any prevailing wages or apprenticeship standard violations on a prequalification questionnaire that are the direct result of the failure of the owner or developer or its agent, or a hiring party, to notify the contractor that the project, or any portion thereof, was a "public work," as defined in this chapter.

(d) This section does not apply to private residential projects built on private property unless the project is built pursuant to an agreement with a state agency, redevelopment agency, or local public housing authority.

(e) This section does not apply if the conduct of the contractor caused the project to be a "public work," as defined in this chapter, or if the contractor has actual knowledge that the work is a "public work," as defined in this chapter.

(f) A contractor may seek recovery pursuant to this section only from a hiring party with whom the contractor has a direct contract.

(g) For purposes of this section, "contractor" means a person or entity licensed by the Contractors' State Licensing Board that has a direct contract with the hiring party to provide services on private property or for the benefit of a private owner or developer.

(h) For purposes of this section, "hiring party" means the party that has a direct contract for services provided by the contractor who is seeking recovery pursuant to subdivision (a) on a private works project that was subsequently determined to be a public work by the Department of Industrial Relations or the Labor and Workforce Development Agency, or by the initiation of any action in a court alleging that the work covered by the project, or any portion thereof, was a public work.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix D – Labor Code Section 1810-1815

LABOR CODE SECTION 1810-1815

1810. 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.

1811. The time of service of any workman employed upon public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

1812. 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.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any

one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1814. 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.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix E – Labor Code Section 3070-3098

LABOR CODE SECTION 3070-3098

3070. There is in the Division of Apprenticeship Standards the California Apprenticeship Council, which shall be appointed by the Governor, composed of six representatives each from employers or employer organizations and employee organizations, that sponsor apprenticeship programs under this chapter, respectively, geographically selected, and of two representatives of the general public. The Director of Industrial Relations, or his or her permanent and best qualified designee, and the Superintendent of Public Instruction, or his or her permanent and best qualified designee, and the Chancellor of the California Community Colleges, or his or her permanent and best qualified designee, shall also be members of the California Apprenticeship Council. The chairperson shall be elected by vote of the California Apprenticeship Council. Beginning with appointments in 1985, three representatives each of employers and employees, and one public representative shall serve until January 15, 1989. In 1987, three representatives each of the employers and employees, and one public representative shall serve until January 15, 1991. Any member whose term expires on January 15, 1986, shall continue to serve until January 15, 1987. Thereafter each member shall serve for a term of four years. Any member appointed to fill a vacancy occurring prior to the expiration of the term of his or her predecessor shall be appointed for the remainder of that term. Each member of the council shall receive the sum of one hundred dollars (\$100) for each day of actual attendance at meetings of the council, for each day of actual attendance at hearings by the council or a committee thereof pursuant to Section 3082, and for each day of actual attendance at meetings of other committees established by the council and approved by the Director of Industrial Relations, together

with his or her actual and necessary traveling expenses incurred in connection therewith.

3071. The California Apprenticeship Council shall meet at the call of the Director of Industrial Relations and shall aid him or her in formulating policies for the effective administration of this chapter.

Thereafter, the California Apprenticeship Council shall meet quarterly at a designated date and special meetings may be held at the call of the chairman. The California Apprenticeship Council shall issue rules and regulations which establish standards for minimum wages, maximum hours, and working conditions for apprentice agreements, hereinafter in this chapter referred to as apprenticeship standards, which in no case shall be lower than those prescribed by this chapter; and shall issue rules and regulations governing equal opportunities in apprenticeship, affirmative action programs which include women and minorities in apprenticeship, and other on-the-job training, and criteria for selection procedures with a view particularly toward eliminating criteria not relevant to qualification for training employment or more stringent than is reasonably necessary.

3072. The Director of Industrial Relations is ex officio the Administrator of Apprenticeship and is authorized to appoint assistants as necessary to effectuate the purposes of this chapter.

3073. The Chief of the Division of Apprenticeship Standards, or his or her duly authorized representative, shall administer the provisions of this chapter; act as secretary of the California Apprenticeship Council; shall foster, promote, and develop the welfare of the apprentice and industry, improve the working conditions of apprentices, and advance their opportunities for profitable employment; shall ensure that selection procedures are impartially administered to all

applicants for apprenticeship; shall gather and promptly disseminate information through apprenticeship and training information centers; shall maintain on public file in all high schools and field offices of the Employment Development Department the name and location of the local area apprenticeship committees, the filing date, and minimum requirements for application of all registered apprenticeship programs; shall cooperate in the development of apprenticeship programs and may advise with them on problems affecting apprenticeship standards; shall audit all selection and disciplinary proceedings of apprentices or prospective apprentices; may enter joint agreements with the Employment Development Department outreach education and employment programs, and educational institutions on the operation of apprenticeship information centers, including positive efforts to achieve information on equal opportunity and affirmative action programs for women and minorities; and shall supervise and recommend apprenticeship agreements as to these standards and perform such other duties associated therewith as the California Apprenticeship Council may recommend. The chief shall coordinate the exchange, by the California Apprenticeship Council, the apprenticeship program sponsors, the Fair Employment and Housing Council, community organizations, and other interested persons, of information on available minorities and women who may serve as apprentices.

3073.1. (a) The division shall audit apprenticeship programs to ensure that the program audited is complying with its standards, that all on-the-job training is supervised by journeymen, that all related and supplemental instruction required by the apprenticeship standards is being provided, that all work processes in the apprenticeship standards are being covered, and that graduates have completed the apprenticeship program's requirements. The division shall examine each apprenticeship program to determine whether apprentices are graduating from the program on schedule or dropping out and to determine whether graduates of the program have obtained employment as journeymen. During the audit,

the division shall attempt to contact a statistically valid sample of apprentices who have dropped out of the program prior to completion to determine the apprentices' reasons for leaving the program. Every apprenticeship program sponsor shall have a duty to cooperate with the division in conducting an audit.

(b) Audit reports shall be presented to the California Apprenticeship Council and shall be made public, except that the division shall not make public information that would infringe on the privacy of individual apprentices. The division shall recommend remedial action to correct deficiencies recognized in the audit report, and the failure to follow division recommendations or to correct deficiencies within a reasonable period of time shall be grounds for withdrawing state approval of a program. Nothing shall prevent the division from conducting more frequent or random audits of apprenticeship programs where deficiencies have been identified.

(c) The division shall give priority in conducting audits to programs that have been identified as having deficiencies. The division may conduct simplified audits for programs with fewer than five registered apprentices.

(d) For new and newly expanded building and construction trades apprenticeship programs, the division shall audit each program one year after approval of the creation or expansion of the program.

(e) If the division finds evidence that information provided to it by a building and construction trades apprenticeship program has been purposefully misstated, the division shall immediately investigate and determine whether an audit of the program is necessary. The division shall report its investigatory findings to the California Apprenticeship Council and make them available to the public, except that the division shall not make public information that would infringe upon the privacy of individual apprentices.

(f) If the division determines that a building and construction trades apprenticeship program has been the subject of two or more meritorious complaints that concern the recruitment, training, or education of apprentices within a five-year period, the division shall schedule the program for an audit within three months of the determination.

(g) If the division determines that a building and construction trades apprenticeship program that has had at least two graduating classes has an annual apprentice completion rate below 50 percent of the average completion rate for the applicable trade, the division shall schedule the program for an audit within three months of the determination.

3073.3. It is the intent of the Legislature that the Department of Industrial Relations will encourage greater participation for women and ethnic minorities in apprenticeship programs.

3073.5. The Chief of the Division of Apprenticeship Standards and the California Apprenticeship Council shall annually report through the Director of Industrial Relations to the Legislature and the public on the activities of the division and the council. The report shall contain information including, but not limited to, analyses of the following:

(a) The number of individuals, including numbers of women and minorities, registered in apprenticeship programs in this state for the current year and in each of the previous five years.

(b) The number and percentage of apprentices, including numbers and percentages of minorities and women, registered in each apprenticeship program having five or more apprentices, and the percentage of those apprentices who have completed their programs successfully in the current year and in each of the previous five years.

(c) Remedial actions taken by the division to assist those apprenticeship programs having difficulty in achieving affirmative action goals or having very low completion rates.

(d) The number of disputed issues with respect to individual apprenticeship agreements submitted to the Administrator of Apprenticeship for determination and the number of those issues resolved by the council on appeal.

(e) The number of apprenticeship program applications received by the division, the number approved, the number denied and the reason for those denials, the number being reviewed, and deficiencies, if any, with respect

to those program applications being reviewed.

(f) The number of apprenticeship programs, approved by the Division of Apprenticeship Standards, that are disapproved by the California Apprenticeship Council, and the reasons for those disapprovals.

3074. The preparation of trade analyses and development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and the selection and training of teachers and coordinators for this instruction shall be the responsibility of, and shall be provided by, state and local boards responsible for vocational education upon agreement with the program sponsor. This responsibility shall not preclude the establishment of off-campus related and supplemental instruction when approved, developed, and operated in cooperation with state and local school boards responsible for vocational education, and when the instruction meets all other requirements of this chapter. It is the intent of this chapter that the instruction shall be made available to apprentices through classroom instruction, correspondence courses, self-study or other means of instruction approved by state and local public education agencies authorized to provide vocational education. Pursuant to this chapter all excess costs incurred by local public education agencies exceeding state apportionments and local revenue earned by the attendance of apprentices shall be payable by the program sponsor, upon joint agreement between the sponsor and the local education agency. The State Board of Education and the Board of Governors of the California Community Colleges, and the Division of Apprenticeship Standards shall jointly issue regulations regarding calculation and payment provisions of excess costs to be borne by the program sponsors. All funds accrued by local education agencies from attendance in apprenticeship classes authorized by this section shall be expended or allocated for all such classes offered by the local education agency before excess costs may be claimed.

The Department of Education and the Board of Governors of the California Community

Colleges may provide related and supplemental instruction to isolated apprentices as a direct instructional service, on a contractual basis with local school districts, by correspondence, or by a combination of these means. For the purpose of this section, an isolated apprentice is an apprentice registered with the Division of Apprenticeship Standards in the Department of Industrial Relations who cannot be enrolled in a class of related and supplementary instruction for apprentices because of the small number of apprentices available for an appropriate class or because there is no existing apprenticeship program within a reasonable travel distance.

Interested parties may file a complaint in accordance with Section 201 of Title 8 of the Administrative Code, when a community college or secondary education district is unable to reach agreement with program sponsors in providing related and supplemental instruction. In the process of securing an amicable adjustment, the administrator, or his or her representative, shall meet with the parties involved, including, but not limited to, the chancellor, or his or her representative, or the Superintendent of Public Instruction, or his or her representative.

Community colleges, and other public school districts, shall refuse to provide related and supplemental instruction to an apprenticeship program when it is determined by the Administrator of Apprenticeship that the program sponsor has been found to be in noncompliance with the State of California Plan for Equal Opportunity in Apprenticeship.

3074.1. In compliance with the affirmative action requirements of California's plan for equal opportunity in apprenticeship, school districts maintaining high schools, community colleges districts, and apprenticeship program sponsors, shall provide students with information as to the availability of apprenticeship programs.

3074.3. In providing related and supplemental instruction pursuant to Section 3074, and notwithstanding any provisions of the Education Code, the Superintendent of Public Instruction and the Chancellor of the

California Community Colleges shall recognize registration in an apprenticeship program approved by the Division of Apprenticeship Standards in the Department of Industrial Relations as an acceptable prerequisite to enrollment into such related and supplemental classes.

3074.7. Notwithstanding any other provision of law, the governing board of a school district which offers classroom instruction in postgraduate and upgrading courses pursuant to subdivision (d) of Section 3093 of this code may impose a fee upon individuals receiving instruction in such postgraduate and upgrading courses. Such fee shall be not more than the amount necessary, as determined by the governing board, to cover the total cost of all such classroom instruction given the individuals.

3075. (a) An apprenticeship program may be administered by a joint apprenticeship committee, unilateral management or labor apprenticeship committee, or an individual employer. Programs may be approved by the chief in any trade in the state or in a city or trade area, whenever the apprentice training needs justify the establishment. Where a collective bargaining agreement exists, a program shall be jointly sponsored unless either party to the agreement waives its right to representation in writing. Joint apprenticeship committees shall be composed of an equal number of employer and employee representatives.

(b) For purposes of this section, the apprentice training needs in the building and construction trades shall be deemed to justify the approval of a new apprenticeship program only if any of the following conditions are met:

(1) There is no existing apprenticeship program approved under this chapter serving the same craft or trade and geographic area.

(2) Existing apprenticeship programs approved under this chapter that serve the same craft or trade and geographic area do not have the capacity, or neglect or refuse, to dispatch sufficient apprentices to qualified employers at a public works site who are willing to abide by the applicable apprenticeship standards.

(3) Existing apprenticeship programs approved under this chapter that serve the same trade and geographic area have been identified by the California Apprenticeship Council as deficient in meeting their obligations under this chapter.

(c) Notwithstanding subdivision (b), the California Apprenticeship Council may approve a new apprenticeship program if special circumstances, as established by regulation, justify the establishment of the program.

3075.1. It is the public policy of this state to encourage the utilization of apprenticeship as a form of on-the-job training, when such training is cost-effective in developing skills needed to perform public services. State and local public agencies shall make a diligent effort to establish apprenticeship programs for apprenticeable occupations in their respective work forces. In furtherance of this policy, public agencies shall take into consideration (a) the extent to which a continuous supply of trained personnel is readily available to public agencies to meet their skill requirements in the various occupations which are determined to be apprenticeable, and (b) the application of established programs in the private sector, where appropriate. Public sector apprenticeship programs should be fully compatible with affirmative action goals for the participation of minorities and women in apprenticeship programs.

3075.5. (a) This section applies when a building and construction trades industry program applies to the Chief of the Division of Apprenticeship Standards for approval of a new apprenticeship program or for the expansion of an existing apprenticeship program into a new occupation or geographic area. The requirements of this section are in addition to other requirements that may be imposed by statute or regulation.

(b) (1) An applicant for a new or expanded apprenticeship program under subdivision (a) shall submit to the chief a written plan that sets out the number of new apprentices the applicant seeks to enroll during the next five years in the new or expanded program, new occupation, or new geographic area. The plan

must include the applicant's budget for training the new apprentices and a detailed explanation of how the applicant intends to provide sufficient funding to meet that budget.

(2) The applicant shall submit to the chief a written plan providing a reasonable timetable to obtain sufficient commitments from employers to employ the new apprentices so as to ensure, to the extent feasible, consistent with the rates of employment for existing programs in good standing in the applicable trade, that the new apprentices will be employed continuously throughout the entire term of apprenticeship.

(3) The applicant shall submit to the chief verifiable evidence that the applicant has obtained, or will obtain, suitable and adequate facilities to train the new apprentices. The chief, or his or her representative, shall personally inspect the facilities within six months after the final approval of the program.

(4) The applicant shall submit to the chief a plan for the recruitment and selection of the new apprentices. The plan shall include advertising of the new apprenticeship opportunities within the geographic area and outreach to organizations that promote apprenticeship opportunities to women and underrepresented minorities.

(c) The chief shall not approve an application that fails to meet any of the requirements of this section. If the chief does not approve an application because of its failure to comply with this section, the chief shall within 90 days provide the applicant with a detailed explanation of the deficiencies in the application and recommendations for addressing those deficiencies to obtain program approval. The applicant may submit a new or amended application to the chief within 90 days of receipt of the chief's recommendations. The chief shall provide a detailed response to a new or amended application within 90 days of its receipt.

3075.6. Each building and construction trades apprenticeship program shall provide to each apprentice, on at least a semiannual basis, a statement showing the number of hours of on-the-job training and related and supplemental instruction that the apprentice has acquired toward graduation, the total

number of hours of on-the-job training and related and supplemental instruction that are necessary for graduation, and the apprentice's expected graduation date.

3075.7. Every building and construction trades industry apprenticeship program shall submit apprentice registration, change of address, graduation, and termination data to the Division of Apprenticeship Standards on a monthly basis in an electronic format acceptable to the division.

3076. The function of a joint apprenticeship committee, when specific written authority is delegated by the parent organizations represented, shall be to establish work processes, wage rates, working conditions for apprentices, the number of apprentices which shall be employed in the trade under apprentice agreements, and aid in the adjustment of apprenticeship disputes in accordance with standards for apprenticeship set up by the California Apprenticeship Council. Disciplinary proceedings resulting from disputes shall be duly noticed to the involved individuals.

3076.3. Program sponsors shall establish selection procedures which specify minimum requirements for formal education or equivalency, physical examination, if any, subject matter of written tests and oral interviews, and any other criteria pertinent to the selection process; shall specify the relative weights of all factors which determine selection to an apprenticeship program; shall submit in writing to the chief an official statement of each selection procedure including the filing date and location of the program sponsor; shall make a copy of the selection procedures available to each applicant; shall provide in writing to each applicant not selected an official explanation setting forth the reason or reasons for the nonselection, copies of which shall be retained as a public record in the files of the program sponsor for a period of five years; and shall implement affirmative action programs for minorities and women in accordance with the rules, regulations, and

guidelines of the California Apprenticeship Council.

3076.5. A program sponsor may provide in its selection procedures for an additional 10 points credit in the selection of veteran applicants for apprenticeship. "Veteran," as used in this section, means a veteran who has served in the armed forces of this country for at least 181 consecutive days since January 31, 1955, and who has been discharged or released under conditions other than dishonorable, but does not include any person who served only in auxiliary or reserve components of the armed forces whose services therein did not exempt him or her from the operation of the Selective Training and Service Act of 1940 (54 Stat. 885).

3077. The term "apprentice" as used in this chapter, means a person at least 16 years of age who has entered into a written agreement, in this chapter called an "apprentice agreement," with an employer or program sponsor. The term of apprenticeship for each apprenticeable occupation shall be approved by the chief, and in no case shall provide for less than 2,000 hours of reasonably continuous employment for such person and for his or her participation in an approved program of training through employment and through education in related and supplemental subjects.

3077.5. A program sponsor administering an apprenticeship program under this chapter shall not provide a maximum age for apprentices.

3078. Every apprentice agreement entered into under this chapter shall directly, or by reference, contain:

- (a) The names of the contracting parties.
- (b) The date of birth of the apprentice.
- (c) A statement of the trade, craft, or business which the apprentice is to be taught, and the time at which the apprenticeship will begin and end.
- (d) A statement showing the number of hours to be spent by the apprentice in work and the learning objectives to be

accomplished through related and supplemental instruction, except as otherwise provided under Section 3074. These exceptions shall be subject to the appeal procedures established in Sections 3081, 3082, 3083, and 3084. A minimum of 144 hours of related and supplemental instruction for each year of apprenticeship is recommended; however, related instruction may be expressed in terms of units or other objectives to be accomplished. In no case shall the combined weekly hours of work and required related and supplemental instruction of the apprentice exceed the maximum number of hours of work prescribed by law for a person of the age of the apprentice.

(e) A statement setting forth a schedule of the processes in the trade or industry divisions in which the apprentice is to be taught and the approximate time to be spent at each process.

(f) A statement of the graduated scale of wages to be paid the apprentice and whether the required schooltime shall be compensated.

(g) A statement providing for a period of probation of not more than 1,000 hours of employment and not more than 72 hours of related instruction, during which time the apprentice agreement may be terminated by the program sponsor at the request in writing of either party, and providing that after the probationary period the apprentice agreement may be terminated by the administrator by mutual agreement of all parties thereto, or canceled by the administrator for good and sufficient reason.

(h) A provision that all controversies or differences concerning the apprentice agreement which cannot be adjusted locally, or which are not covered by collective-bargaining agreement, shall be submitted to the administrator for determination as provided for in Section 3081.

(i) A provision that an employer who is unable to fulfill his or her obligation under the apprentice agreement may, with approval of the administrator, transfer the contract to any other employer if the apprentice consents and the other employer agrees to assume the obligation of the apprentice agreement.

(j) Such additional terms and conditions as may be prescribed or approved by the California Apprenticeship Council, not

inconsistent with the provisions of this chapter.

(k) A clause providing that there shall be no liability on the part of the other contracting party for an injury sustained by an apprentice engaged in schoolwork at a time when the employment of the apprentice has been temporarily or permanently terminated.

3079. Every apprentice agreement under this chapter shall be approved by the local joint apprenticeship committee or the parties to a collective bargaining agreement or, subject to review by the council, by the administrator where there is no collective bargaining agreement or joint committee, a copy of which shall be filed with the California Apprenticeship Council. Every apprentice agreement shall be signed by the employer, or his or her agent, or by a program sponsor, as provided in Section 3080, and by the apprentice, and if the apprentice is a minor, by the minor's parent or guardian. Where a minor enters into an apprentice agreement under this chapter for a period of training extending into his or her majority, the apprentice agreement shall likewise be binding for such a period as may be covered during the apprentice's majority.

3080. (a) For the purpose of providing greater diversity of training or continuity of employment, any apprentice agreement made under this chapter may in the discretion of the California Apprenticeship Council be signed by an association of employers or an organization of employees instead of by an individual employer. In that case, the apprentice agreement shall expressly provide that the association of employers or organization of employees does not assume the obligation of an employer but agrees to use its best endeavors to procure employment and training for an apprentice with one or more employers who will accept full responsibility, as herein provided, for all the terms and conditions of employment and training set forth in the agreement between the apprentice and employer association or employee organization during the period of the apprentice's employment. The apprentice agreement shall also expressly provide for the transfer of the apprentice, subject to the

approval of the California Apprenticeship Council, to an employer or employers who shall sign a written agreement with the apprentice, and if the apprentice is a minor, with the apprentice's parent or guardian, as specified in Section 3079, contracting to employ the apprentice for the whole or a definite part of the total period of apprenticeship under the terms and conditions of employment and training set forth in the apprentice agreement.

(b) All apprenticeship programs with more than one employer or an association of employers shall include provisions sufficient to ensure meaningful representation of the interests of apprentices in the management of the program.

3081. Upon the complaint of any interested person or upon his own initiative, the administrator may investigate to determine if there has been a violation of the terms of an apprentice agreement, made under this chapter, and he may hold hearings, inquiries, and other proceedings necessary to such investigations and determinations. The parties to such agreement shall be given a fair and impartial hearing, after reasonable notice thereof. All such hearings, investigations and determinations shall be made under authority of reasonable rules and procedures prescribed by the California Apprenticeship Council.

3082. The determination of the administrator shall be filed with the California Apprenticeship Council. If no appeal therefrom is filed with the California Apprenticeship Council within 10 days from the date the parties are given notification of the determination, in accordance with Section 1013a and Section 2015.5 of the Code of Civil Procedure, the determination shall become the order of the California Apprenticeship Council. Any person aggrieved by the determination or action of the administrator may appeal therefrom to the California Apprenticeship Council, which shall review the entire record and may hold a hearing thereon after due notice to the interested parties.

3083. The decision of the California Apprenticeship Council as to the facts shall be conclusive if supported by the evidence and all orders and decisions of the California Apprenticeship Council shall be prima facie lawful and reasonable.

3084. Any party to an apprentice agreement aggrieved by an order or decision of the California Apprenticeship Council may maintain appropriate proceedings in the courts on questions of law. The decision of the California Apprenticeship Council shall be conclusive if the proceeding is not filed within 30 days after the date the aggrieved party is given notification of the decision.

3084.5. In any case in which a person or persons have willfully violated any of the laws, regulations, or orders governing applicants for apprenticeship or apprentices registered under this chapter, the Division of Apprenticeship Standards may obtain in a court of competent jurisdiction, an injunction against any further violations of any such laws, regulations, or orders by such person or persons.

3085. No person shall institute any action for the enforcement of any apprentice agreement, or damages for the breach of any apprentice agreement, made under this chapter, unless he shall first have exhausted all administrative remedies provided by this chapter.

3086. Nothing in this chapter or in any apprentice agreement approved under this chapter shall operate to invalidate any apprenticeship provision in any collective agreement between employers and employees setting up higher apprenticeship standards.

3088. If any provision of this chapter or the application thereof to any person or circumstances is held invalid, the remainder of the chapter and the application of such provision to other persons and circumstances, shall not be affected thereby.

3089. This chapter shall be known and may be cited as the Shelley-Maloney Apprentice Labor Standards Act of 1939.

3090. The Division of Apprenticeship Standards shall investigate, approve or reject applications from establishments for apprenticeship and other on-the-job training, and for that purpose, may cooperate, or contract with, and receive reimbursements from the appropriate agencies of the Federal Government.

3091. Acceptance of an application for entrance into an apprenticeship training program shall not be predicated on the payment of any fee. Reasonable costs for expense incurred may be charged after an applicant has been accepted into the program.

3091.5. Pursuant to Section 16370 of the Government Code, there is hereby authorized in the State Treasury a Special Deposit Fund Account, which shall consist of moneys collected from the sale of instructional material to persons enrolled in any apprenticeship training program under this chapter. All of the moneys collected are hereby appropriated without regard to fiscal year for the support of the Department of Education to be used for the development and production of apprenticeship instructional material.

3092. A successful graduate of a training program in a particular apprenticeable occupation of a vocational education program meeting the standards of the California State Plan for Vocational Education may receive credit toward a term of apprenticeship if the program is jointly established and approved by a school district, a county superintendent of schools, a public entity conducting a regional occupational center or program, or a private postsecondary vocational school accredited by a regional or national accrediting agency recognized by the United States Office of Education and the program

sponsor of the particular apprenticeable occupation.

3093. (a) This section applies only when voluntarily requested by the parties to a collective bargaining agreement or by an employer, his or her association, or a union, or its representative where there is no collective bargaining agreement.

(b) Nothing in this section may be construed in any way so as to compel, regulate, interfere with, or duplicate the provisions of any established training programs which are operated under the terms of any collective bargaining agreements or unilaterally by any employer or bona fide labor union.

(c) Services contemplated under this section may be provided only when voluntarily requested and shall be denied when it is found that existing prevailing conditions in the area and industry would in any way be lowered or adversely affected.

(d) The California Apprenticeship Council in cooperation with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges may foster and promote on-the-job training programs other than apprenticeship as follows:

(1) programs for journeymen in the apprenticeable occupations to keep them abreast of current techniques, methods, and materials and opportunities for advancement in their industries;

(2) programs in other than apprenticeable occupations for workers entering the labor market for the first time or workers entering new occupations by reason of having been displaced from former occupations by reason of economic, industrial, technological scientific changes, or developments;

(3) the programs shall be in accord with and agreed to by the parties to any applicable collective bargaining agreements and where appropriate will include joint employer-employee cooperation in the programs.

(e) The Division of Apprenticeship Standards when requested may foster and promote voluntary on-the-job training programs in accordance with this section, and assist employers, employees and other interested persons and agencies in the development and carrying out of the programs. The Division of Apprenticeship

Standards shall cooperate in these functions with the Department of Education, the Employment Development Department, and the Board of Governors of the California Community Colleges and other governmental agencies. The Division of Apprenticeship Standards may cooperate with the Department of Corrections and the Department of the Youth Authority in the development of training programs for inmates and releasees of correctional institutions.

(f) The programs, where appropriate, may include related and supplemental classroom instruction offered and administered by state and local boards responsible for vocational education.

(g) The activities and services of the Division of Apprenticeship Standards in training programs under this section shall be performed without curtailing or in any way interfering with the division's activities and services in apprenticeship.

(h) The Division of Apprenticeship Standards may contract with, and receive reimbursements from, appropriate federal, state, and other governmental agencies.

(i) The vocational education activities and services of the Department of Education, the Board of Governors of the California Community Colleges, and local public school districts shall not be abridged or abrogated through implementation of this section.

(j) "On-the-job training" as used in this section refers exclusively to training confined to the needs of a specific occupation and conducted at the jobsite for employed workers.

(k) "Journeyman," as used in this section, means a person who has either

(1) completed an accredited apprenticeship in his craft, or

(2) who has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the apprenticeship standards for the craft which has workers classified as journeymen in an apprenticeable occupation.

(l) Nothing in this section shall be construed to require prior approval, ratification, or reference of any training program to the Division of Apprenticeship Standards or the Department of Industrial Relations.

3095. Every person who willfully discriminates in any recruitment or apprenticeship program 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 otherwise provided in Section 12940 of the Government Code, is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000) or by imprisonment for not more than six months, or both.

3097. The Department of Industrial Relations, Division of Apprenticeship Standards, may cooperate in the provision of, or provide, services to the Employment Development Department, and to service delivery areas, as designated pursuant to the Job Training Partnership Act (P.L. 97-300, and Division 8 commencing with Section 15000 of the Unemployment Insurance Code). The Department of Industrial Relations, Division of Apprenticeship Standards may enter into any agreements as may be necessary for this purpose. The Division of Apprenticeship Standards shall exert maximum effort to persuade sponsors of its registered, nonfederally funded, voluntary apprenticeship and on-the-job training programs to accept to the maximum possible extent the eligible persons as described in the Job Training Partnership Act (P.L. 97-300) and Division 8 (commencing with Section 15000) of the Unemployment Insurance Code.

3098. An apprentice registered in an approved apprenticeship program in any of the building and construction trades shall be employed only as an apprentice when performing any construction work for an employer that is a party, individually or through an employer association, to any apprenticeship agreement or standards covering that individual.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix F – Public Contract Code Sections 4104, 4107, 4107.5, 4108, 10164, and 20103.5

4104. 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, and the California contractor license number 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 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, and California contractor license 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.

(c) This section shall become operative on July 1, 2014.

4107. 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.

4107.5. 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.

4108. (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.

10164. In all state projects where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The contract shall not be awarded unless the state agency has verified that the contractor has a valid license in the appropriate classification for the work performed. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The department shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract as provided in Section 10181 and shall result in the forfeiture of the security of the bidder.

20103.5. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties

imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of prequalification questionnaire and financial statement. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall

constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix G – United States Code Title 29 Labor Section 175a

Section 175a

§ 175a. Assistance to plant, area, and industrywide labor management committees

(a) Establishment and operation of plant, area, and industrywide committees

(1) The Service is authorized and directed to provide assistance in the establishment and operation of plant, area and industrywide labor management committees which—

(A) have been organized jointly by employers and labor organizations representing employees in that plant, area, or industry; and (B) are established for the purpose of improving labor management relationships, job security, organizational effectiveness, enhancing economic development or involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern.

(2) The Service is authorized and directed to enter into contracts and to make grants, where necessary or appropriate, to fulfill its responsibilities under this section.

§ 186. Restrictions on financial transactions

(c) Exceptions

(5) with respect to money or other thing of value paid to a trust fund established by such representative, for the sole and exclusive benefit of the employees of such employer, and their families and dependents (or of such employees, families, and dependents jointly with the employees of other employers making similar payments, and their families and dependents): *Provided*, That (A) such payments are held in trust for the purpose of paying, either from principal or income or both, for the benefit of employees, their

families and dependents, for medical or hospital care, pensions on retirement or death of employees, compensation for injuries or illness resulting from occupational activity or insurance to provide any of the foregoing, or unemployment benefits or life insurance, disability and sickness insurance, or accident insurance; (B) the detailed basis on which such payments are to be made is specified in a written agreement with the employer, and employees and employers are equally represented in the administration of such fund, together with such neutral persons as the representatives of the employers and the representatives of employees may agree upon and in the event the employer and employee groups deadlock on the administration of such fund and there are no neutral persons empowered to break such deadlock, such agreement provides that the two groups shall agree on an impartial umpire to decide such dispute, or in event of their failure to agree within a reasonable length of time, an impartial umpire to decide such dispute shall, on petition of either group, be appointed by the district court of the United States for the district where the trust fund has its principal office, and shall also contain provisions for an annual audit of the trust fund, a statement of the results of which shall be available for inspection by interested persons at the principal office of the trust fund and at such other places as may be designated in such written agreement; and (C) such payments as are intended to be used for the purpose of providing pensions or annuities for employees are made to a separate trust which provides that the funds held therein cannot be used for any purpose other than paying such pensions or annuities;

The United States Code above was found at:
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title29>

Appendix - H Government Code Section 6700, 12926-12926.1, 12940

GOVERNMENT CODE SECTION 6700

6700. (a) The holidays in this state are:

- (1) Every Sunday.
 - (2) January 1st.
 - (3) The third Monday in January, known as "Dr. Martin Luther King, Jr. Day."
 - (4) February 12th, known as "Lincoln Day."
 - (5) The third Monday in February.
 - (6) March 31st known as "Cesar Chavez Day."
 - (7) The last Monday in May.
 - (8) July 4th.
 - (9) The first Monday in September.
 - (10) September 9th, known as "Admission Day."
 - (11) The fourth Friday in September, known as "Native American Day."
 - (12) The second Monday in October, known as "Columbus Day."
 - (13) November 11th, known as "Veterans Day."
 - (14) December 25th.
 - (15) Good Friday from 12 noon until 3 p.m.
 - (16) (A) Every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.
(B) Except for the Thursday in November appointed as Thanksgiving Day, this paragraph and paragraphs (3) and (6) shall not apply to a city, county, or district unless made applicable by charter, or by ordinance or resolution of the governing body thereof.
- (b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of

understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

GOVERNMENT CODE SECTION 12926 - 12926.1

12926. As used in this part in connection with unlawful practices, unless a different meaning clearly appears from the context:

(a) "Affirmative relief" or "prospective relief" includes the authority to order reinstatement of an employee, awards of backpay, reimbursement of out-of-pocket expenses, hiring, transfers, reassignments, grants of tenure, promotions, cease and desist orders, posting of notices, training of personnel, testing, expunging of records, reporting of records, and any other similar relief that is intended to correct unlawful practices under this part.

(b) "Age" refers to the chronological age of any individual who has reached his or her 40th birthday.

(c) "Employee" does not include any individual employed by his or her parents, spouse, or child, or any individual employed under a special license in a nonprofit sheltered workshop or rehabilitation facility.

(d) "Employer" includes any person regularly employing five or more persons, or any person acting as an agent of an employer, directly or indirectly, the state or any political or civil subdivision of the state, and cities, except as follows:

"Employer" does not include a religious association or corporation not organized for private profit.

(e) "Employment agency" includes any person undertaking for compensation to procure employees or opportunities to work.

(f) "Essential functions" means the fundamental job duties of the employment position the individual with a disability holds or desires. "Essential functions" does not include the marginal functions of the position.

(1) A job function may be considered essential for any of several reasons, including, but not limited to, any one or more of the following:

(A) The function may be essential because the reason the position exists is to perform that function.

(B) The function may be essential because of the limited number of employees available among whom the performance of that job function can be distributed.

(C) The function may be highly specialized, so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

(2) Evidence of whether a particular function is essential includes, but is not limited to, the following:

(A) The employer's judgment as to which functions are essential.

(B) Written job descriptions prepared before advertising or interviewing applicants for the job.

(C) The amount of time spent on the job performing the function.

(D) The consequences of not requiring the incumbent to perform the function.

(E) The terms of a collective bargaining agreement.

(F) The work experiences of past incumbents in the job.

(G) The current work experience of incumbents in similar jobs.

(g) (1) "Genetic information" means, with respect to any individual, information about any of the following:

(A) The individual's genetic tests.

(B) The genetic tests of family members of the individual.

(C) The manifestation of a disease or disorder in family members of the individual.

(2) "Genetic information" includes any request for, or receipt of, genetic services, or participation in clinical research that includes genetic services, by an individual or any family member of the individual.

(3) "Genetic information" does not include information about the sex or age of any individual.

(h) "Labor organization" includes any organization that exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection.

(i) "Medical condition" means either of the following:

(1) Any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer.

(2) Genetic characteristics. For purposes of this section, "genetic characteristics" means either of the following:

(A) Any scientifically or medically identifiable gene or chromosome, or combination or alteration thereof, that is known to be a cause of a disease or disorder in a person or his or her offspring, or that is determined to be associated with a statistically increased risk of development of a disease or disorder, and that is presently not associated with any symptoms of any disease or disorder.

(B) Inherited characteristics that may derive from the individual or family member, that are known to be a cause of a disease or disorder in a person or his or her offspring, or that are determined to be associated with a statistically increased risk of development of a disease or disorder, and that are presently not associated with any symptoms of any disease or disorder.

(j) "Mental disability" includes, but is not limited to, all of the following:

(1) Having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:

(A) "Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.

(C) "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.

(2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any mental condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2).

"Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(k) "Military and veteran status" means a member or veteran of the United States Armed Forces, United States Armed Forces Reserve, the United States National Guard, and the California National Guard.

(l) "On the bases enumerated in this part" means or refers to discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status.

(m) "Physical disability" includes, but is not limited to, all of the following:

(1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

(A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

(B) Limits a major life activity. For purposes of this section:

(i) "Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

(ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.

(iii) "Major life activities" shall be broadly construed and includes physical, mental, and social activities and working.

(2) Any other health impairment not described in paragraph (1) that requires special education or related services.

(3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the employer or other entity covered by this part.

(4) Being regarded or treated by the employer or other entity covered by this part as having, or having had, any physical condition that makes achievement of a major life activity difficult.

(5) Being regarded or treated by the employer or other entity covered by this part as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

(6) "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

(n) Notwithstanding subdivisions (j) and (m), if the definition of "disability" used in the federal Americans with Disabilities Act of 1990 (Public Law 101-336) would result in broader protection of the civil rights of individuals with a mental disability or physical disability, as defined in subdivision (j) or (m), or would include any medical condition not included within those definitions, then that broader protection or coverage shall be deemed incorporated by reference into, and shall prevail over

conflicting provisions of, the definitions in subdivisions (j) and (m).

(o) "Race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status" includes a perception that the person has any of those characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.

(p) "Reasonable accommodation" may include either of the following:

(1) Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities.

(2) Job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

(q) "Religious creed," "religion," "religious observance," "religious belief," and "creed" include all aspects of religious belief, observance, and practice, including religious dress and grooming practices. "Religious dress practice" shall be construed broadly to include the wearing or carrying of religious clothing, head or face coverings, jewelry, artifacts, and any other item that is part of the observance by an individual of his or her religious creed. "Religious grooming practice" shall be construed broadly to include all forms of head, facial, and body hair that are part of the observance by an individual of his or her religious creed.

(r) (1) "Sex" includes, but is not limited to, the following:

(A) Pregnancy or medical conditions related to pregnancy.

(B) Childbirth or medical conditions related to childbirth.

(C) Breastfeeding or medical conditions related to breastfeeding.

(2) "Sex" also includes, but is not limited to, a person's gender. "Gender" means sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically

associated with the person's assigned sex at birth.

(s) "Sexual orientation" means heterosexuality, homosexuality, and bisexuality.

(t) "Supervisor" means any individual having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(u) "Undue hardship" means an action requiring significant difficulty or expense, when considered in light of the following factors:

(1) The nature and cost of the accommodation needed.

(2) The overall financial resources of the facilities involved in the provision of the reasonable accommodations, the number of persons employed at the facility, and the effect on expenses and resources or the impact otherwise of these accommodations upon the operation of the facility.

(3) The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of employees, and the number, type, and location of its facilities.

(4) The type of operations, including the composition, structure, and functions of the workforce of the entity.

(5) The geographic separateness or administrative or fiscal relationship of the facility or facilities.

(v) "National origin" discrimination includes, but is not limited to, discrimination on the basis of possessing a driver's license granted under Section 12801.9 of the Vehicle Code.

12926.1. The Legislature finds and declares as follows:

(a) The law of this state in the area of disabilities provides protections independent from those in the federal Americans with Disabilities Act of 1990 (P.L. 101-336). Although the federal act provides a floor of protection, this state's law has always, even

prior to passage of the federal act, afforded additional protections.

(b) The law of this state contains broad definitions of physical disability, mental disability, and medical condition. It is the intent of the Legislature that the definitions of physical disability and mental disability be construed so that applicants and employees are protected from discrimination due to an actual or perceived physical or mental impairment that is disabling, potentially disabling, or perceived as disabling or potentially disabling.

(c) Physical and mental disabilities include, but are not limited to, chronic or episodic conditions such as HIV/AIDS, hepatitis, epilepsy, seizure disorder, diabetes, clinical depression, bipolar disorder, multiple sclerosis, and heart disease. In addition, the Legislature has determined that the definitions of "physical disability" and "mental disability" under the law of this state require a "limitation" upon a major life activity, but do not require, as does the federal Americans with Disabilities Act of 1990, a "substantial limitation." This distinction is intended to result in broader coverage under the law of this state than under that federal act. Under the law of this state, whether a condition limits a major life activity shall be determined without respect to any mitigating measures, unless the mitigating measure itself limits a major life activity, regardless of federal law under the Americans with Disabilities Act of 1990. Further, under the law of this state, "working" is a major life activity, regardless of whether the actual or perceived working limitation implicates a particular employment or a class or broad range of employments.

(d) Notwithstanding any interpretation of law in *Cassista v. Community Foods* (1993) 5 Cal.4th 1050, the Legislature intends (1) for state law to be independent of the federal Americans with Disabilities Act of 1990, (2) to require a "limitation" rather than a "substantial limitation" of a major life activity, and (3) by enacting paragraph (4) of subdivision (j) and paragraph (4) of subdivision (l) of Section 12926, to provide protection when an individual is erroneously or mistakenly believed to have any physical or mental condition that limits a major life activity.

(e) The Legislature affirms the importance of the interactive process between the

applicant or employee and the employer in determining a reasonable accommodation, as this requirement has been articulated by the Equal Employment Opportunity Commission in its interpretive guidance of the federal Americans with Disabilities Act of 1990.

GOVERNMENT CODE SECTION 12940

12940. It is an unlawful employment practice, unless based upon a bona fide occupational qualification, or, except where based upon applicable security regulations established by the United States or the State of California:

(a) For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

(1) This part does not prohibit an employer from refusing to hire or discharging an employee with a physical or mental disability, or subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability, where the employee, because of his or her physical or mental disability, is unable to perform his or her essential duties even with reasonable accommodations, or cannot perform those duties in a manner that would not endanger his or her health or safety or the health or safety of others even with reasonable accommodations.

(2) This part does not prohibit an employer from refusing to hire or discharging an employee who, because of the employee's medical condition, is unable to perform his or her essential duties even with reasonable

accommodations, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations. Nothing in this part shall subject an employer to any legal liability resulting from the refusal to employ or the discharge of an employee who, because of the employee's medical condition, is unable to perform his or her essential duties, or cannot perform those duties in a manner that would not endanger the employee's health or safety or the health or safety of others even with reasonable accommodations.

(3) Nothing in this part relating to discrimination on account of marital status shall do either of the following:

(A) Affect the right of an employer to reasonably regulate, for reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility, consistent with the rules and regulations adopted by the commission.

(B) Prohibit bona fide health plans from providing additional or greater benefits to employees with dependents than to those employees without or with fewer dependents.

(4) Nothing in this part relating to discrimination on account of sex shall affect the right of an employer to use veteran status as a factor in employee selection or to give special consideration to Vietnam-era veterans.

(5) (A) This part does not prohibit an employer from refusing to employ an individual because of his or her age if the law compels or provides for that refusal. Promotions within the existing staff, hiring or promotion on the basis of experience and training, rehiring on the basis of seniority and prior service with the employer, or hiring under an established recruiting program from high schools, colleges, universities, or trade schools do not, in and of themselves, constitute unlawful employment practices.

(B) The provisions of this part relating to discrimination on the basis of age do not prohibit an employer from providing health benefits or health care reimbursement plans to retired persons that are altered, reduced, or eliminated when the person becomes eligible for Medicare health benefits. This subparagraph applies to all retiree health benefit plans and contractual provisions or practices concerning retiree health benefits

and health care reimbursement plans in effect on or after January 1, 2011.

(b) For a labor organization, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to exclude, expel, or restrict from its membership the person, or to provide only second-class or segregated membership or to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person in the election of officers of the labor organization or in the selection of the labor organization's staff or to discriminate in any way against any of its members or against any employer or against any person employed by an employer.

(c) For any person to discriminate against any person in the selection, termination, training, or other terms or treatment of that person in any apprenticeship training program, any other training program leading to employment, an unpaid internship, or another limited duration program to provide unpaid work experience for that person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of the person discriminated against.

(d) For any employer or employment agency to print or circulate or cause to be printed or circulated any publication, or to make any nonjob-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any intent to make any such limitation, specification, or

discrimination. This part does not prohibit an employer or employment agency from inquiring into the age of an applicant, or from specifying age limitations, where the law compels or provides for that action.

(e) (1) Except as provided in paragraph (2) or (3), for any employer or employment agency to require any medical or psychological examination of an applicant, to make any medical or psychological inquiry of an applicant, to make any inquiry whether an applicant has a mental disability or physical disability or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may inquire into the ability of an applicant to perform job-related functions and may respond to an applicant's request for reasonable accommodation.

(3) Notwithstanding paragraph (1), an employer or employment agency may require a medical or psychological examination or make a medical or psychological inquiry of a job applicant after an employment offer has been made but prior to the commencement of employment duties, provided that the examination or inquiry is job related and consistent with business necessity and that all entering employees in the same job classification are subject to the same examination or inquiry.

(f) (1) Except as provided in paragraph (2), for any employer or employment agency to require any medical or psychological examination of an employee, to make any medical or psychological inquiry of an employee, to make any inquiry whether an employee has a mental disability, physical disability, or medical condition, or to make any inquiry regarding the nature or severity of a physical disability, mental disability, or medical condition.

(2) Notwithstanding paragraph (1), an employer or employment agency may require any examinations or inquiries that it can show to be job related and consistent with business necessity. An employer or employment agency may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that worksite.

(g) For any employer, labor organization, or employment agency to harass, discharge, expel, or otherwise discriminate against any person because the person has made a report pursuant to Section 11161.8 of the Penal Code that prohibits retaliation against hospital employees who report suspected patient abuse by health facilities or community care facilities.

(h) For any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.

(i) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts forbidden under this part, or to attempt to do so.

(j) (1) For an employer, labor organization, employment agency, apprenticeship training program or any training program leading to employment, or any other person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, to harass an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract. Harassment of an employee, an applicant, an unpaid intern or volunteer, or a person providing services pursuant to a contract by an employee, other than an agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or should have known of this conduct and fails to take immediate and appropriate corrective action. An employer may also be responsible for the acts of nonemployees, with respect to sexual harassment of employees, applicants, unpaid interns or volunteers, or persons providing services pursuant to a contract in the workplace, where the employer, or its agents or supervisors, knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing cases involving the acts of nonemployees, the extent of the employer's control and any other legal responsibility that the employer may have with respect to the conduct of those nonemployees shall be considered. An entity

shall take all reasonable steps to prevent harassment from occurring. Loss of tangible job benefits shall not be necessary in order to establish harassment.

(2) The provisions of this subdivision are declaratory of existing law, except for the new duties imposed on employers with regard to harassment.

(3) An employee of an entity subject to this subdivision is personally liable for any harassment prohibited by this section that is perpetrated by the employee, regardless of whether the employer or covered entity knows or should have known of the conduct and fails to take immediate and appropriate corrective action.

(4) (A) For purposes of this subdivision only, "employer" means any person regularly employing one or more persons or regularly receiving the services of one or more persons providing services pursuant to a contract, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision of the state, and cities. The definition of "employer" in subdivision (d) of Section 12926 applies to all provisions of this section other than this subdivision.

(B) Notwithstanding subparagraph (A), for purposes of this subdivision, "employer" does not include a religious association or corporation not organized for private profit, except as provided in Section 12926.2.

(C) For purposes of this subdivision, "harassment" because of sex includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions. Sexually harassing conduct need not be motivated by sexual desire.

(5) For purposes of this subdivision, "a person providing services pursuant to a contract" means a person who meets all of the following criteria:

(A) The person has the right to control the performance of the contract for services and discretion as to the manner of performance.

(B) The person is customarily engaged in an independently established business.

(C) The person has control over the time and place the work is performed, supplies the tools and instruments used in the work, and performs work that requires a particular skill not ordinarily used in the course of the employer's work.

(k) For an employer, labor organization, employment agency, apprenticeship training program, or any training program leading to employment, to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.

(l) (1) For an employer or other entity covered by this part to refuse to hire or employ a person or to refuse to select a person for a training program leading to employment or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment because of a conflict between the person's religious belief or observance and any employment requirement, unless the employer or other entity covered by this part demonstrates that it has explored any available reasonable alternative means of accommodating the religious belief or observance, including the possibilities of excusing the person from those duties that conflict with his or her religious belief or observance or permitting those duties to be performed at another time or by another person, but is unable to reasonably accommodate the religious belief or observance without undue hardship, as defined in subdivision (u) of Section 12926, on the conduct of the business of the employer or other entity covered by this part. Religious belief or observance, as used in this section, includes, but is not limited to, observance of a Sabbath or other religious holy day or days, reasonable time necessary for travel prior and subsequent to a religious observance, and religious dress practice and religious grooming practice as described in subdivision (q) of Section 12926. This subdivision shall also apply to an apprenticeship training program, an unpaid internship, and any other program to provide unpaid experience for a person in the workplace or industry.

(2) An accommodation of an individual's religious dress practice or religious grooming practice is not reasonable if the accommodation requires segregation of the individual from other employees or the public.

(3) An accommodation is not required under this subdivision if it would result in a violation of this part or any other law prohibiting

discrimination or protecting civil rights, including subdivision (b) of Section 51 of the Civil Code and Section 11135 of this code.

(m) For an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee. Nothing in this subdivision or in paragraph (1) or (2) of subdivision (a) shall be construed to require an accommodation that is demonstrated by the employer or other covered entity to produce undue hardship, as defined in subdivision (u) of Section 12926, to its operation.

(n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

(o) For an employer or other entity covered by this part, to subject, directly or indirectly, any employee, applicant, or other person to a test for the presence of a genetic characteristic.

(p) Nothing in this section shall be interpreted as preventing the ability of employers to identify members of the military or veterans for purposes of awarding a veteran's preference as permitted by law.

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix I – Code of Civil Procedure Section 1085

CODE OF CIVIL PROCEDURE SECTION 1085

1085. (a) A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station, or to compel the admission of a party to the use and enjoyment of a right or office to which

the party is entitled, and from which the party is unlawfully precluded by that inferior tribunal, corporation, board, or person.

(b) The appellate division of the superior court may grant a writ of mandate directed to the superior court in a limited civil case or in a misdemeanor or infraction case. Where the appellate division grants a writ of mandate directed to the superior court, the superior court is an inferior tribunal for purposes of this chapter

The California Labor law above was found at:
<http://www.leginfo.ca.gov/calaw.html>

Appendix J – Statement of Compliance

CITY OF VISALIA	
STATEMENT OF COMPLIANCE	
CONTRACTOR/SUBCONTRACTOR	CONTRACT/PO NUMBER
FIRST DAY OF WORK ON CONTRACT	LAST DAY OF WORK ON CONTRACT
I do hereby certify under penalty of perjury: (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract. All persons employed on said project for the above-reference time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by a person other than permissible deductions. (2) That any payrolls otherwise under this control required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates: (a) ☐ Specified in the applicable wage determination incorporated into the contract; (b) ☐ Determined by the Director of Industrial Relations for the county or counties in which the work is performed; that the classification set forth therein for each laborer or mechanic conforms with the work he or she performed. (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship Agency. (4) That fringe benefits as listed in the contract: (a) ☐ Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as below. (b) ☐ Have been paid directly to the listed employee(s), except as noted below. (c) ☐ See exceptions noted below.	
EXCEPTION CRAFT	EXPLANATION
REMARKS:	
NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE