



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 Builder shall provide or cause to be provided and shall pay for design services, labor,  
2 materials, equipment, tools, construction equipment and machinery, water, heat,  
3 utilities, transportation and other facilities and services necessary for proper execution  
4 and completion of the Work, whether temporary or permanent and whether or not  
5 incorporated or to be incorporated in the Work.

6 2.2.2 The Builder shall be responsible for and shall coordinate all  
7 construction means, methods, techniques, sequences and procedures.

8 2.2.3 The Builder shall keep the City informed of the progress and quality  
9 of the Work.

10 2.2.4 The Builder shall correct Work which does not conform to the  
11 Construction Documents.

12 2.2.5 The Builder warrants to the City that materials and equipment  
13 incorporated in the Work will be new unless otherwise specified, and that the Work will  
14 be of good quality, free from faults and defects, and in conformance with the  
15 Construction Documents. Work not conforming to these requirements shall be  
16 corrected in accordance with Article 9.

17 2.2.6 The Builder shall give notices and comply with laws, ordinances,  
18 rules, regulations and lawful orders of public authorities relating to the Work. The  
19 Builder shall comply with the Federal Labor Standards Provisions published by the  
20 United States Department of Housing and Urban Development, a copy of which is  
21 attached as Exhibit "A" hereto.

22 2.2.7 The Builder shall pay royalties and license fees. The Builder shall  
23 defend suits or claims for infringement of patent rights and shall save the City harmless  
24 from loss on account thereof, except that the City shall be responsible for such loss

1 portion of the Work, including their agents and employees.

2                   2.2.9 The Builder shall keep the premises free from accumulation of  
3 waste materials or rubbish caused by the Builder's operations. At the completion of the  
4 Work, the Builder shall remove from and about the Work the Builder's tools,  
5 construction equipment, machinery, surplus materials, waste materials and rubbish.

6                   2.2.10 The Builder shall prepare Change Orders for the City's approval  
7 and execution in accordance with this Agreement and shall have authority to make  
8 minor changes in the design and construction consistent with the intent of this  
9 Agreement not involving an adjustment in the contract sum or an extension of the  
10 contract time. The Builder shall promptly inform the City, in writing, of minor changes in  
11 the design and construction and reflect all such changes in the Construction  
12 Documents. For the purposes of this Agreement, "minor changes" means any changes  
13 in the individual line-item cost breakdown in the Construction Documents which does  
14 not exceed Five Hundred Dollars (\$500.00).

15                   2.2.11 The Builder shall apply to the City when the Work or an agreed  
16 upon portion thereof is substantially completed for a Certificate of Substantial  
17 Completion which shall establish the Date of Substantial Completion, shall include a list  
18 of items to be completed or corrected and shall fix the time within which the Builder  
19 shall complete items listed therein.

20                   2.2.12 The Builder shall maintain in good order at the construction site  
21 one record copy of the drawings, specifications, product data, samples, shop drawings,  
22 Change Orders marked currently to record changes made during construction. These  
23 shall be delivered to the City upon completion of the construction and prior to final  
24 payment.

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ARTICLE 3

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28

3.1 City's Representative. The City's representative for day-to-day supervision of the Work is Alem S. Hagos. The authorized representative shall

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1 examine the documents submitted by the Builder and shall promptly render decisions  
2 pertaining thereto to avoid delay in the orderly progress of design and construction.

3 3.2 Permits. The City shall cooperate with the Builder in securing building and  
4 other permits, licenses and inspections, and shall pay the fees for such permits,  
5 licenses and inspections if the cost of such fees is not identified as being included in  
6 the Builder's Proposal.

7 3.3 Notice of Defect. If the City observes or otherwise becomes aware of a  
8 fault or defect in the Work or nonconformity with the Construction Documents, the City  
9 shall give prompt written notice thereof to the Builder.

10 3.4 Prompt Response. The City shall promptly render decisions to avoid  
11 delay in the orderly progress of the construction.

12  
13 ARTICLE 4

14 4.1 Care and Skill. The Builder shall provide services as expeditiously as is  
15 consistent with reasonable skill and care and the orderly progress of design and  
16 construction.

17 4.2 Time. Time is of the essence in this Agreement. The Work to be  
18 performed hereunder shall commence upon execution of a Notice to Proceed unless  
19 otherwise agreed, and subject to authorized Change Orders, Substantial Completion  
20 shall be achieved as indicated on the Construction Schedule attached as Exhibit "B"

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1 acts or neglect of the City, City's employees, separate contractors employed by the  
2 City, changes ordered in the Work not caused by the fault of the Builder, labor disputes,  
3 fire, unusual delay in transportation, adverse weather conditions not reasonably  
4 anticipated, unavoidable casualties, or other causes beyond the Builder's control, the  
5 contract time shall be reasonably extended by Change Order.

7 ARTICLE 5

8 5.1 Progress Payments.

9 5.1.1 The Builder shall deliver to the City itemized applications for  
10 payment in such detail as required by City.

11 5.1.2 Within fifteen days (15) after the City's receipt of a properly  
12 submitted and correct application for payment, the City shall make payment to the  
13 Builder.

14 5.1.3 The application for payment shall constitute a representation by the  
15 Builder to the City that, to the best of the Builder's knowledge, information and belief,  
16 the design and construction have progressed to the point indicated, the quality of the  
17 Work covered by the application is in accordance with the Construction Documents,  
18 and the Builder is entitled to payment in the amount requested. City shall retain from all  
19 sums otherwise due to Builder ten percent (10%) of all sums due to Builder for work  
20 performed.

21 5.1.4 The Builder shall pay each subcontractor, upon receipt of payment  
22 from the City, out of the amount paid to the Builder on account of such subcontractor's  
23 work, the amount to which said subcontractor is entitled in accordance with the terms of  
24 the Builder's contract with such subcontractor.

25 5.1.5 The City shall have no obligation to pay or to be responsible for  
26 payment to a subcontractor of the Builder except as may otherwise be required by law.

27 5.1.6 The Builder warrants that: (1) title to the Work, materials and  
28 equipment covered by an application for payment shall pass to the owner of the

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1 premises (the "Owner"), either by incorporation in construction or upon receipt of  
2 payment by the Builder, whichever occurs first; (2) Work, materials and equipment  
3 covered by previous application for payment are free and clear of liens, claims, security  
4 interests or encumbrances, hereinafter referred to as "liens;" and (3) no Work, materials  
5 or equipment covered by an application for payment will have been acquired by the  
6 Builder, or any other person performing work at the site or furnishing materials or  
7 equipment for the Work, subject to an agreement under which an interest therein or an  
8 encumbrance thereon is retained by the seller or otherwise imposed by the Builder or  
9 such other person.

10                   5.1.7 The Builder shall furnish all manufacturer's literature relating to  
11 equipment and material, and provide cuts, wiring diagrams, instruction sheets, and all  
12 other information pertaining to same that would be useful to City in operation and  
13 maintenance of equipment and materials.

14                   All mechanical trade subcontractors and their representatives shall  
15 instruct the City's operating personnel in the proper use, care, and emergency repair of

16 ~~all mechanical systems or equipment at the time of completion and before final~~

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1 payment when the Work has been completed and the Agreement fully performed and  
2 all applicable lien periods have expired, except for those responsibilities of the Builder  
3 which survive final payment, and provided that no liens have been filed.  
4

5 ARTICLE 6

6 6.1 Safety. The Builder shall be responsible for initiating, maintaining and  
7 providing supervision of safety precautions and programs in connection with the Work.  
8 The Builder shall take reasonable precautions for safety of, and shall provide  
9 reasonable protection to prevent damage, injury or loss to: (1) employees on the Work  
10 and other persons who may be affected thereby; (2) the Work and materials and  
11 equipment to be incorporated therein; and (3) other property at or adjacent to the site.

12 6.2 Damage. The Builder shall be liable for damage or loss to property at the  
13 site caused in whole or in part by the Builder, a subcontractor of the Builder, or anyone  
14 directly or indirectly employed by either of them, or by anyone for whose acts they may  
15 be liable, except damage or loss attributable to the acts or omissions of the City, the  
16 City's separate contractors or anyone directly or indirectly employed by them or by  
17 anyone for whose acts they may be liable and not attributable to the fault or negligence  
18 of the Builder. Builder shall take reasonable precautions to prevent damage or loss to  
19 property at the sites.  
20

21 ARTICLE 7

22 7.1 Insurance. Builder, and any subcontractors performing the Work, shall  
23 procure and maintain for the duration of this Agreement from an insurance company  
24 that is admitted to write insurance in California or that has a rating of A:VIII in Best's  
25 Insurance Guide:

26 7.1.1 Commercial general liability insurance protecting the City, its  
27 officials, employees and agents as additional insureds from and against claims,  
28 demands, causes of action, liability, costs and expenses for injury to or death of

1 persons, or loss or damage of property arising from or connected with Builder's (or the  
2 applicable subcontractor's) Work under this Agreement in an amount of not less than  
3 \$1,000,000.00 combined single limit for each occurrence or \$2,000,000.00 general  
4 aggregate.

5           7.1.2 Workers' compensation insurance as required by the Labor Code of  
6 the State of California.

7           7.1.3. Automobile liability insurance in an amount not less than Five  
8 Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily  
9 injury and property damage covering owned, non-owned and hired vehicles.

10           Each policy shall be endorsed to state that coverage shall not be  
11 cancelled by either party, or reduced in coverage or in limits except after thirty (30)



1 the City a performance bond and a payment bond acceptable to the City, covering the  
2 Work in the amount of \$346,750.00, underwritten by a surety approved by the City.

3  
4 ARTICLE 8

5 8.1 Change Orders.

6 8.1.1 A Change Order is a written order signed by the City and Builder  
7 and issued after execution of this Agreement authorizing a change in the Work or  
8 adjustment in the contract sum or contract time. The contract sum and contract time  
9 may be changed only by Change Order.

10 8.1.2 The City Manager, without invalidating this Agreement, may order  
11 changes in the Work within the general scope of this Agreement consisting of additions,  
12 deletions or other revisions, and the contract sum and contract time shall be adjusted  
13 accordingly. Such changes in the Work shall be authorized by Change Order, and shall  
14 be performed under applicable conditions of the Construction Documents.

15 8.1.3 Cost or credit to the City resulting from a Change Order shall be  
16 determined in one or more of the following ways:

17 8.1.3.1 by mutual acceptance of a lump sum properly itemized and  
18 supported by sufficient substantiating data to permit evaluation;

19 8.1.3.2 by cost to be determined in a manner agreed upon by the  
20 parties and a mutually acceptable fixed or percentage fee; or

21 8.1.3.3 by the method provided below.

22 8.1.4 If the Builder does not agree with the methods set forth in Section  
23 8.1.3 and provided that the Builder receives a written order signed by the City, the  
24 Builder shall promptly proceed with the Work involved. The cost of such Work shall  
25 then be determined on the basis of reasonable expenditures and savings of those  
26 performing the Work attributable to the change. In case of an increase in the contract  
27 sum, the cost shall include a reasonable allowance for overhead and profit. In case of  
28 the methods set forth in Section 8.1.3, the Builder shall keep and present an itemized

- 1 accounting together with appropriate supporting data for inclusion in a Change Order.
- 2 Unless otherwise provided in the Construction Documents, costs shall be limited to the
- 3 following: cost of materials, including sales tax and cost of delivery; cost of labor,
- 4 including social security, old age and unemployment insurance, and fringe benefits

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1 subsequent to the execution of this Agreement.

2  
3 ARTICLE 9

4 9.1 Correction of Work. Builder shall promptly correct Work rejected by the  
5 City or known by the Builder to be defective or failing to conform to the Construction  
6 Documents, whether observed before or after Substantial Completion and whether or  
7 not fabricated, installed or completed, and shall correct Work found to be defective or  
8 nonconforming within a period of one (1) year after the date of Substantial Completion  
9 of the Work or designated portion thereof, or within such longer period provided by any  
10 applicable special warranty in the Construction Documents.

11 9.2 No Limitation. Nothing contained in this Article 9 shall be construed to  
12 establish a period of limitation with respect to other obligations of the Builder under this  
13 Agreement. Section 9.1 relates only to the specific obligation of the Builder to correct  
14 the Work, and has no relationship to the time within which the obligation to comply with  
15 the Construction Documents may be sought to be enforced, nor to the time within which  
16 proceedings may be commenced to establish the Builder's liability with respect to the  
17 Builder's obligations other than correction of the Work.

18 9.3 Stop Work. If the Builder fails to correct defective Work as required or  
19 persistently fails to carry out Work in accordance with the Construction Documents, the  
20 City, by written order signed by the City Manager, may order the Builder to stop the  
21 Work, or any portion thereof, until the cause for such order has been eliminated;  
22 however, the City's right to stop the Work shall not give rise to a duty on the part of the  
23 City to exercise the right for benefit of the Builder or other persons or entities.

24 9.4 City Correction. If the Builder defaults or neglects to carry out the Work in

1 prejudice to City's other remedies, the City may correct or have corrected such  
2 deficiencies. In such case an appropriate Change Order shall be issued deducting from  
3 payments then or thereafter due to the Builder costs of correcting such deficiencies. If  
4 the payments then or thereafter due the Builder are not sufficient to cover the amount  
5 of the deduction, the Builder shall pay the difference to the City.

6

7

## ARTICLE 10

8 10.1 This Agreement shall be governed by the law of the place where the Work  
9 is located.

10 10.2 The heading of articles and paragraphs are for convenience only and shall  
11 not modify rights and obligations created by this Agreement, nor be construed in  
12 interpreting this Agreement.

13 10.3 In case a provision of this Agreement is held to be invalid, illegal or  
14 unenforceable by a court of competent jurisdiction, the validity, legality and  
15 enforceability of the remaining provisions shall not be affected.

16 10.4 Subcontracts.

17 10.4.1 The Builder, as soon as practicable after execution of this  
18 Agreement, shall furnish to the City in writing the names of the persons or entities the  
19 Builder will use subcontractors for the Work.

20 10.4.2 Nothing contained in the Construction Documents shall any create  
21 any obligation or contractual relationship between the City and any third party, including  
22 but not limited to subcontractors and suppliers.

23 10.5 Work by City or City's Contractor.

24 10.5.1 The City reserves the right to perform work related to, but not part  
25 of, the Work and to award separate contracts in connection with other work at the sites.  
26 If the Builder claims that delay or additional cost is involved because of such action by  
27 the City, the Builder shall make such claims as provided in Section 10.6.

28 10.5.2 The Builder shall give to the City's separate contractors

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1 reasonable opportunity for storage of their materials and equipment for execution of  
2 their work. The Builder shall incorporate and coordinate the Builder's Work with work of  
3 the City's separate contractors as required by the Construction Documents.

4       10.6 Indemnification. Builder shall indemnify, hold harmless, save and defend  
5 the City, its officials, agents and employees from and against any and all claims,  
6 demands, damage, cause of action, liens, liability, loss, damage, cost and expense,  
7 including reasonable attorney's fees, caused by the actual or claimed negligence (active  
8 or passive) of the Builder, its agents, employees or subcontractors either as a sole or  
9 contributory cause, for loss of, use of, injury to or destruction of any property or for  
10 bodily or personal or other injuries, including death, at any time resulting therefrom,  
11 sustained by any person or persons, including but not limited to, any employee or  
12 representative of the City or contractor arising out of or in connection with, directly or  
13 indirectly, any work pursuant to this Agreement. The foregoing shall not apply to claims  
14 or actions caused by the sole negligence of City, its officers or employees.

15       10.7 No Assignment. This Agreement shall be binding on successors, assigns  
16 and legal representatives of the persons in privity of contract with the City or Builder.

17 Neither party shall assign or transfer an interest in this Agreement or any part hereof

1 termination and for proven loss to materials, equipment, tools, and machinery.

2           11.1.2 If the Builder defaults or persistently fails or neglects to carry out  
3 the Work in accordance with the Construction Documents or fails to perform the  
4 provisions of this Agreement, the City may give notice that the City intends to terminate  
5 this Agreement. If the Builder fails to correct the defaults within seven (7) days after  
6 being given notice, City may without prejudice to any other remedy make good such  
7 deficiencies and may deduct the cost thereof from the payment due the Builder or, at  
8 the City's option, may terminate this Agreement and take possession of the site and of  
9 all materials, equipment, tools and construction equipment and machinery thereon  
10 owned by the Builder and finish the Work by whatever method the City may deem  
11 expedient. If the unpaid balance of the contract sum exceeds the expense of finishing  
12 the Work, the excess shall be paid to the Builder, but if the expense exceeds the  
13 unpaid balance, the Builder shall pay the difference to the City.

14           11.1.3 City shall have the right to terminate this Agreement for any cause  
15 at any time by giving thirty (30) days' prior notice to Builder. In addition, if Builder  
16 violates any federal regulation relating to this Agreement, City may (a) temporarily  
17 withhold payment to Builder pending correction of the violation, (b) disallow all or any  
18 portion of the cost of Work found to be in violation, or (c) immediately terminate this  
19 Agreement notwithstanding any other provision to the contrary. If this Agreement is  
20 terminated using the 30-day notice provision, then City shall pay Builder as stated  
21 above.

22           11.2 Termination by the Builder. If the City fails to make payment when due,  
23 the Builder may give notice of the Builder's intention to terminate this Agreement. If the  
24 Builder fails to receive payment within fourteen (14) days after City receives Builder's  
25 notice, then Builder may terminate this Agreement and recover from the City payment  
26 for Work completed to the date of termination and for proven losses related to  
27 materials, equipment, tools, and machinery.

28 ////

1 ARTICLE 12

2 The City shall compensate the Builder, in accordance with Article 5 for basic  
3 services, a sum of not to exceed \$346,750.00.

4  
5 ARTICLE 13

6 13.1 Time of Completion. Basic services shall commence on the date stated in  
7 a Notice to Proceed from the City, and subject to authorized adjustments and to delays  
8 not caused by the Builder, Substantial Completion shall be completed one hundred  
9 twenty (120) days thereafter.

10 13.2 Application for Payment. Builder shall submit an application for payment  
11 on the tenth day of each month.

12 13.3 Attorney's Fees. In the event that litigation arises from any dispute  
13 between the parties as to their respective rights and duties under this Agreement, the  
14 prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.

Shannon  
of Long Beach  
an Boulevard  
ornia 90802-4664  
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1 Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as  
2 supplemented in 41 CFR Chapter 60, the Copeland "Anti-Kickback" Act (18 U.S.C. 874)  
3 as supplemented in 29 CFR Part 3, Section 306 of the Clean Water Act (33 U.S.C.  
4 1368), Executive Order 11738, Sections 103 and 107 of the Contract Work Hours and  
5 Safety Standards Act (40 U.S.C. 327-330), EPA regulations at 40 CFR Part 15, any  
6 energy efficiency standards contained in a state energy conservation plan issued in  
7 compliance with the federal Energy Policy and Conservation Act, and the regulations in  
8 Exhibit "B" entitled "Section 3 Requirements" which is attached hereto and incorporated  
9 herein by this reference.

10 13.7 Accounting. If payment of any part of the compensation for this  
11 Agreement is made with federal, state, or county funds and a condition to the use of  
12 those funds by City is a requirement that the City render an accounting or otherwise  
13 account for said funds, then City, the U.S. Department of Housing and Urban  
14 Development, and the U.S. Comptroller General shall have the right at all reasonable  
15 times to examine, audit, make excerpts and transcriptions from any books, records,  
16 documents, and papers of Builder that are directly pertinent to this Agreement. Builder  
17 must retain all books, records, documents, and papers that are directly pertinent to this  
18 Agreement for three (3) years after City makes final payment.

19 13.8 Political Activities. Builder shall not use any Community Development  
20 Block Grant funds received under this Agreement for political campaign contributions,  
21 promotion of political candidates, or any other political purpose.

22 13.9 No Peculiar Risk. Builder acknowledges and agrees that the Work to be  
23 performed hereunder does not constitute a peculiar risk of bodily harm and that no  
24 special precautions are required to perform said Work.

25 13.10 No Third Party Beneficiary. This Agreement is not intended or designed  
26 to or entered for the purpose of creating any benefit or right for any person or entity of  
27 any kind that is not a party to this Agreement.

28 13.11 Continuation. Termination or expiration of this Agreement shall not affect



1 rights or liabilities of the parties which accrued prior to termination or expiration of this  
2 Agreement.

3           13.12 No Waiver. The acceptance of Work or the payment of any money by the  
4 City shall not operate as a waiver of any provision of this Agreement or of any right to  
5 damages or indemnity stated in this Agreement.

6           IN WITNESS WHEREOF, the parties have caused this document to be duly  
7 executed with all of the formalities required by law as of the day and year first stated

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles } ss.

On Sept. 29, 2005, before me, Martha Villacres, Notary Public

personally appeared Glen H. Ripley



personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Martha Villacres  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

**FEDERAL LABOR STANDARDS PROVISIONS**

# Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development

## **Applicability**

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal Assistance.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for

classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction, or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions, made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan

or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii)(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required

to be maintained under 29 CFR Part 5.5 (a)(d)(i) and that such information is correct and complete;

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

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

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

(d) The falsification of any of the above certifications may subject the contractor of subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee

of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### **4. (i) Apprentices and Trainees.**

**Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journey men on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentices level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance

with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may



be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

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

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the

Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions or this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked excess of forty hours

in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clauses set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in the subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any

subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the subparagraphs (1) through (4) of this paragraph.

### **C. Health and Safety**

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary or Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

**(3)** The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

## **GENERAL WAGE DETERMINATION RATES**

**The following General Wage Determination Rates are for reference only. The actual rates to be used will be provided to the selected general contractor at an initial job conference meeting.**

GENERAL DECISION CA990033 08/06/99 CA33  
 General Decision Number CA990033

Superseded General Decision No. CA980033

State: California

Construction Type:

- BUILDING
- DREDGING
- HEAVY
- HIGHWAY

County(ies):

LOS ANGELES

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

Modification Number	Publication Date
0	03/12/1999
1	04/16/1999
2	05/28/1999
3	06/04/1999
4	07/02/1999
5	08/06/1999

COUNTY(ies):

LOS ANGELES

ASBE0005B 04/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	29.21	7.65

ASBE0208B 06/01/1996

	Rates	Fringes
ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	19.70	4.81

BOIL0092F 10/01/1998

	Rates	Fringes
BOILERMAKER	28.81	9.81
TUBE WELDER	30.31	9.81

BRCA0004A 05/01/1997

	Rates	Fringes
KERN, LOS ANGELES, ORANGE, RIVERSIDE AND SAN BERNARDINO COUNTIES:		

BRICKLAYER; MARBLE SETTER	25.75	6.35
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BRCA0018H 06/01/1996

	Rates	Fringes
TILE SETTER	22.84	3.95

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BRCA0018K 06/01/1996

	Rates	Fringes
TERRAZZO WORKER	25.97	4.15
TERRAZZO FINISHER	20.16	4.15

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CARP0002A 07/01/1998

	Rates	Fringes
CARPENTERS:		
Carpenter, cabinet installer,		
insulation installer, floor		
worker and acoustical installer	24.75	6.28
Shingler	24.88	6.28
Roof loader of shingles	17.42	6.28
Saw filer	24.83	6.28
Table power saw operator	24.85	6.28
Pneumatic nailer or power stapler	25.00	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge;		
Bridge or dock carpenter;		
Cable splicer; Heavy framer;		
Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28

FOOTNOTE:

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

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CARP0002B 07/01/1998

	Rates	Fringes
DIVERS:		
Diver, wet	54.76	6.28
Diver, stand-by	27.38	6.28
Diver tender	26.38	6.28

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• CARP0002Q 07/01/1999

	Rates	Fringes
DRYWALL INSTALLERS:		
Work on wood-framed apartment		
buildings over 4 stories	19.00	6.33
All other work	25.75	6.33
DRYWALL STOCKER/SCRAPPER	10.00	5.32

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\* CARP0003H 07/01/1999

	Rates	Fringes
MODULAR FURNITURE INSTALLER	13.08	3.98
LOW WALL MODULAR TECHNICIAN	17.80	3.98
FULL WALL TECHNICIAN	21.88	3.98

ELEC0011A 02/01/1999

	Rates	Fringes
<b>ELECTRICIANS:</b>		
Tunnel Work:		
Electrician	30.31	3% + 9.94
Cable splicer; welder; instrumentation person; and fiber optic cable splicer	30.91	3% + 9.94
All other electrical work including work on the building and the grounding/bonding system for intelligent transportation systems and intelligent vehicle highway systems, including distribution panels, racks, switching systems, general lighting, convenience outlets for transformers of voltage, and device supply voltage:		
Electrician	27.55	3% + 9.94
Cable splicer; welder; instrumentation person; and fiber optic cable splicer	28.15	3% + 9.94
All other electrical work on intelligent transportation systems and CCTV highway systems:		
Transportation Systems		
Electrician	27.55	3% + 9.94
Cable splicer; welder; and fiber optic cable splicer	28.15	3% + 9.94
Technician	20.66	3% + 9.94

SCOPE OF WORK:

TRANSPORTATION SYSTEMS:

ELECTRICIAN:

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

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for

electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including

interconnect, detector loop, fiber optic cable and video/data.

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ELEC0011B 02/15/1999

	Rates	Fringes
LINE CONSTRUCTION:		
Line technician	27.55	3% + 9.94
Cable splicer	28.15	3% + 9.94
Ground person	16.53	3% + 9.94

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ELEC0011H 12/01/1998

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK: (does not include any work on intelligent transportation systems or CCTV highway systems):		
COMMUNICATIONS & SYSTEMS:		
Installer	19.43	3% + 3.70
Technician	21.18	3% + 3.70
Sound technician	22.18	3% + 3.70

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

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ELEC0011J 09/01/1998

	Rates	Fringes
ALARM TECHNICIAN	17.60	3%

PAID HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, the last regularly scheduled working day before Christmas, Christmas Day, and two floating holidays by mutual agreement between the employer and the worker.

SCOPE OF WORK:

Fire alarm, hold-up alarm, burglar alarm and surveillance systems. Does not cover the installation of conduit systems and/or the installation of line voltage to these aforesaid

systems. Installation of an incidental run or runs of conduit for mechanical protection shall not be considered a conduit system.

ELEC1245C 06/01/1999

	Rates	Fringes
OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

ELEV0018A 09/15/1998

	Rates	Fringes
ELEVATOR MECHANIC	31.025	6.675

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0012C 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.80	10.35
GROUP 2	26.58	10.35
GROUP 3	26.87	10.35
GROUP 4	27.51	10.35
GROUP 5	28.61	10.35
GROUP 6	27.73	10.35
GROUP 7	27.84	10.35
GROUP 8	28.94	10.35
GROUP 9	27.96	10.35
GROUP 10	29.06	10.35
GROUP 11	28.13	10.35
GROUP 12	28.23	10.35
GROUP 13	28.26	10.35
GROUP 14	28.34	10.35
GROUP 15	28.46	10.35
GROUP 16	28.63	10.35
GROUP 17	28.73	10.35
GROUP 18	28.84	10.35
GROUP 19	28.96	10.35
GROUP 20	29.13	10.35



GROUP 21	29.23	10.35
GROUP 22	29.34	10.35
GROUP 23	29.46	10.35
GROUP 24	29.63	10.35

## CRANES, PILEDRIVING &amp; HOISTING EQUIPMENT:

GROUP 1	26.30	10.35
GROUP 2	27.08	10.35
GROUP 3	27.37	10.35
GROUP 4	27.51	10.35
GROUP 5	27.73	10.35
GROUP 6	27.84	10.35
GROUP 7	27.96	10.35
GROUP 8	28.13	10.35
GROUP 9	28.30	10.35
GROUP 10	29.30	10.35
GROUP 11	30.30	10.35
GROUP 12	31.30	10.35
GROUP 13	32.30	10.35

## TUNNEL WORK:

GROUP 1	27.58	10.35
GROUP 2	27.87	10.35
GROUP 3	28.01	10.35
GROUP 4	28.23	10.35
GROUP 5	28.34	10.35
GROUP 6	28.46	10.35
GROUP 7	28.76	10.35

## FOOTNOTES:

Workers required to suit up and work in a hazardous material environment: \$1.00 per hour additional.

Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (asphalt or concrete), chip spreading machine operator, concrete cleaning decontamination machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), equipment greaser (grease truck), guard rail post driver operator, highline cableway signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator

(compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (oilfield type), drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator (including water wells incidental to building, heavy or highway construction), hydrographic seeder machine operator (straw, pump or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tugger hoist operator (1 drum), ultra high pressure waterjet cutting tool system operator, vacuum blasting machine operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type), asphalt-rubber distribution operator, backhoe

operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, heavy-duty repair person, heavy equipment robotics operator, Kalamazoo balliste regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), soil remediation plant operator, surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push

tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: Drilling machine operator, bucket or auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, dynamic compactor LDC350 (or similar types), heavy-duty repair-welder combination, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Calweld, auger

200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional), wheel excavator operator

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted, rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Polar gantry crane operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

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

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

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

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

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy-duty repair/welder combination

GROUP 7: Tunnel mole boring machine operator

\* ENGI0012D 08/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	31.85	10.35
Dozer operator	28.38	10.35
Welder; Deckmate	28.27	10.35
Winch operator (stern winch on dredge)	27.72	10.35
Fire person - oiler; Leveehand; Deckhand; Barge person	27.18	10.35
Barge mate	27.79	10.35

IRON0002D 07/01/1999

	Rates	Fringes
IRONWORKERS:		
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

Work at Edwards Air Force Base: \$3.00 per hour additional.

\* LABO0001B 07/01/1999

	Rates	Fringes
BRICK TENDER	18.43	9.44

LABO0002H 07/01/1999

	Rates	Fringes
LABORERS:		

GROUP 1	18.18	9.49
GROUP 2	18.58	9.49
GROUP 3	18.78	9.49
GROUP 4	19.83	9.49
GROUP 5	20.03	9.49
<b>TUNNEL LABORERS:</b>		
GROUP 1	21.09	9.49
GROUP 2	21.21	9.49
GROUP 3	21.37	9.49
GROUP 4	21.65	9.49
<b>GUNITE LABORERS:</b>		
GROUP 1	20.89	11.43
GROUP 2	19.94	11.43
GROUP 3	16.40	11.43
<b>HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):</b>		
Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

**FOOTNOTE:**

**GUNITE PREMIUM PAY:**

Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.

Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.

Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

**LABORER CLASSIFICATIONS**

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and

signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool

digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,

conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal



TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

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LABO0300A	07/01/1998		
		Rates	Fringes
PLASTERER TENDER		20.05	8.88

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LABO0882B	01/01/1997		
		Rates	Fringes
ASBESTOS REMOVAL LABORER		10.37	3.51

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO1184A	07/01/1999		
		Rates	Fringes
LABORERS - STRIPING:			
GROUP 1		18.61	7.90
GROUP 2		19.01	7.90
GROUP 3		20.58	7.90
GROUP 4		21.58	7.90

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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 PAIN0036A 07/01/1998

	Rates	Fringes
PAINTER (includes lead abatement):		
Work on service stations and and car washes; Small new commercial work (defined as construction up to and including 3 stories in height, such as small shopping centers, small stores, small office buildings and small food establishments); Small new industrial work (defined as light metal buildings, small warehouses, small storage facilities and tilt-up buildings); Repaint work (defined as repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities); Tenant improvement work (defined as tenant improvement work not		

included in conjunction with the construction of the building, and all repainting of tenant improvement projects	20.15	5.56
All other work	23.42	5.56

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PAIN0036F 07/01/1997

EXCLUDING ANTELOPE VALLEY NORTH OF THE FOLLOWING BOUNDARY: KERN COUNTY LINE TO HWY. #5, SOUTH OF HWY. #5 TO HWY. N2, EAST ON N2 TO PALMDALE BLVD., TO HWY. #14, SOUTH TO HWY. #18, EAST TO HWY. #395:

	Rates	Fringes
DRYWALL FINISHER	24.06	5.52

REMAINDER OF COUNTY:

DRYWALL FINISHER	20.99	5.52
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\* PAIN0636B 06/01/1999

	Rates	Fringes
GLAZIER	26.10	7.23

FOOTNOTES:

Work in a condor, from the third (3rd) floor and up: \$1.25 per hour additional.

Work on the outside of the building from a swing stage or any suspended contrivance, from the ground up: \$1.25 per hour additional.

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PAIN1247B 10/01/1997

	Rates	Fringes
SOFT FLOOR LAYER	24.10	6.07

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PLAS0200D 08/06/1997

	Rates	Fringes
PLASTERER	24.13	4.04

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PLAS0500B 07/01/1999

	Rates	Fringes
CEMENT MASONS: Work on projects where the total permit value of the general and all subcontracts is \$12 million or less: Cement Mason; curb and gutter machine; Clary and similar type of screed operator (cement only); grinding machine (all types); Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator	18.85	8.83
Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy,		

urethanes and exotic coatings, Dex-O-Tex)	18.97	8.83
Cement mason, floating and troweling machine operator	19.10	8.83
All other work:		
Cement mason; curb and gutter machine operator; Clary and similar type of screed operator (cement only); grinding machine (all types); Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator	20.81	10.83
Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy, urethanes and exotic coatings, Dex-O-Tex)	20.93	10.83
Cement Mason - floating and troweling machine operator	21.06	10.83

FOOTNOTE:

Work on a swinging stage, bosun chair, or suspended scaffold, whether swinging or rigid, above or below ground: \$0.25 per hour additional.

PLUM0016A 07/01/1998

	Rates	Fringes
PLUMBER & PIPEFITTER:		
Work on strip malls, light commercial, tenant improvement and remodel work	20.36	8.35
Work on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other work	25.53	11.02
SEWER AND STORM DRAIN WORK	17.29	10.02

PLUM0250B 09/01/1998

	Rates	Fringes
REFRIGERATION & AIR CONDITIONING	27.00	11.85

PLUM0345A 07/01/1999

	Rates	Fringes
LANDSCAPE & IRRIGATION FITTER	24.23	6.80

ROOF0036B 09/01/1996

	Rates	Fringes
ROOFERS:		
Roofer	21.77	6.385
Preparer (duties limited to the following: Roof removal of		

any type of roofing or roofing material; or spudding, or sweeping; and/or clean-up; and/or preload in, or in preparing the roof for application of roofing, damp

and/or waterproofing material) 16.24 1.00

FOOTNOTE:

Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669M 04/01/1999

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

SPRINKLER FITTER (FIRE):

Work on one or two family dwellings; all multiple family dwelling units which are permitted to have a single exterior up to and including 4 stories; townhouses with units stacked vertically up to and including 4 stories; and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities

Rates Fringes

20.51 1.69  
27.35 6.40

SFCA0709E 09/01/1998

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

SPRINKLER FITTER (FIRE)

Rates Fringes

28.48 9.85

SHEE0102A 01/01/1999

SOUTH OF IMPERIAL HWY. TO THE CITY OF LONG BEACH AND THE CITIES OF POMONA AND CLAREMONT:

COMMERCIAL SHEET METAL WORKER:

Work on all commercial HVAC for creature comfort and computers clean rooms, architectural metals, metal roofing and lagging over

Rates Fringes

insulation 27.51 9.00

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 SHEE0102C 01/01/1999

	Rates	Fringes
INDUSTRIAL SPECIALTIES SHEET METAL WORKER: Work on all air pollution control systems, noise abatement panels, blow pipe, air-veyor systems, dust collecting, baghouses, heating, air conditioning, and ventilating (other than creature comfort) and all other industrial work, including metal insulated ceilings	25.21	12.82

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• SHEE0108B 08/01/1999

	Rates	Fringes
SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES, CALIFORNIA; EXCLUDING LOS ANGELES COUNTY SOUTH OF IMPERIAL HWY. TO THE CITY LIMITS OF LONG BEACH, EXCLUDING THE CITIES OF LONG BEACH, CLAREMONT AND POMONA, AND THE ISLAND OF CATALINA:		

COMMERCIAL SHEET METAL WORKER:

Work on commercial buildings over one year old, limited to not exceed five thousand (5,000) square feet, or less, without relation to the number of stories involved. Does not include modification, upgrading, energy management, or conservation improvements of central heating and air conditioning equipment	17.15	2.50
All other work	28.59	9.32

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SHEE0108E 10/01/1998

	Rates	Fringes
NORTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES, CALIFORNIA:		

COMMERCIAL SHEET METAL WORKER:

Light commercial work (10,000 sq. ft. or less)	16.43	2.25
All other work	22.90	8.62

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• TEAM0011G 07/01/1999

	Rates	Fringes
TRUCK DRIVERS:		
Edwards Air Force Base:		
GROUP 1	22.19	11.89
GROUP 2	22.34	11.89
GROUP 3	22.47	11.89
GROUP 4	22.66	11.89
GROUP 5	22.60	11.89
GROUP 6	22.72	11.89
GROUP 7	22.97	11.89
GROUP 8	23.22	11.89

GROUP 9	23.42	11.89
GROUP 10	23.72	11.89
GROUP 11	24.22	11.89

Remainder of County:

GROUP 1	20.19	11.89
GROUP 2	20.34	11.89
GROUP 3	20.47	11.89
GROUP 4	20.66	11.89
GROUP 5	20.60	11.89
GROUP 6	20.72	11.89
GROUP 7	20.97	11.89
GROUP 8	21.22	11.89
GROUP 9	21.42	11.89
GROUP 10	21.72	11.89
GROUP 11	22.22	11.89

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. or more water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor



200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

	OCT 17 TO 23	OCT 24 TO 30	OCT/NOV 31 TO 6	NOV 7 TO 13	NOV 14 TO 20	NOV 21 TO 27	NOV/DEC 28 TO 4	DEC 5 TO 11	DEC 12 TO 18	DEC 19 TO 25	DEC/JAN 26 TO 1	JAN 2 TO 8
Bldg A 2218-2240 E. 7th St	REMOVE SIGNS ELEC. ETC.	START PAINT & STUCCO	FINISH PAINT & STUCCO	INSTALL ELEC. FIXTURES	—————			SIGNS				
Bldg B 2222 E. 7th St.		DEMO WORK	START PAINT	—————			SIGNS					
Bldg C 2337 E. 7th St.	DEMO SIGN		FENCE	—————			FINISH					
Bldg D 2301-2327 E. 7th St.	DEMO SIGNS AWINGS	INSTALL SCAFFOLDING & CANOPY	DEMO FRAMING	STUCCO	PAINT	AWINGS		SIGNS	GLASS			
Bldg E 2211 E. 7th St.	DEMO SIGNS	PAINT										
Bldg F 2316 E. 7th St.	INSTALL SCREENING	ROOF STUCCO	PAINT	LANDSCAPE								

Exhibit "B"