

# CUSTOMER SERVICE AGREEMENT

This Customer Service Agreement (“**Agreement**”) is between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and existing under the provision of the County Sanitation District Act, Health and Safety Code Section 4700 et seq. (the “**District**”), DIR Registration No. 100010096 and Quinn Company, a California corporation (“**Vendor**”) and a subsidiary of Quinn Group, Inc., DIR Registration No. 1000005921. The District and the Vendor are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**”

The District and Vendor desire to provide for Vendor's parts and service support of Caterpillar equipment at various District’s facilities.

The Parties therefore agree as follows:

## 1. DEFINITIONS

- 1.1 **CARB** means California Air Resources Board
- 1.2 **CWMS** means Caterpillar’s Wear Management System
- 1.3 **Chief Engineer** means the District's Chief Engineer and General Manager, or his or her authorized representative.
- 1.4 **Corcoran Store** means Vendor facility located in Corcoran, CA
- 1.5 **CTS** means Custom Track Service
- 1.6 **DPC** means Dealer Performance Center
- 1.7 **EPA** means Environmental Protection Authority
- 1.8 **ET** means Electronic Technician
- 1.9 **Facilities** means any facility operated by the District as detailed in Table 1
- 1.10 **Field Service** means the maintenance and repair of District’s equipment at Facilities
- 1.11 **Lancaster Store** means Vendor facility located in Lancaster, CA
- 1.12 **Metro Store** means Vendor facilities located in City of Industry and Sylmar, CA
- 1.13 **Major Component** means engine, transmission, torque converter, final drives, differential, hydraulic pump, or hydraulic cylinder
- 1.14 **OEM** means Original Equipment Manufacturer
- 1.15 **QLAB** means a parts kit including oil sample bottle, tube, and/or sample probe used to obtain a SOS

- 1.16 **Shop Service** means the maintenance and repair of District's equipment at Vendor service locations
- 1.17 **SIS** means Service Information System
- 1.18 **SOS** means Scheduled Oil Sample

## 2. **TERM**

The Agreement will commence on June 1, 2023 and will end on May 31, 2026 ("**Term**").

## 3. **VENDOR'S SCOPE OF WORK**

**3.1 Responsibility.** Throughout the duration of this Agreement, the Vendor must perform the services in accordance with all applicable federal, state, and local laws and regulations. The Vendor warrants that the services performed under the Agreement will be completed in a manner consistent with the standards practiced among those firms within the Vendor's industry, doing the same or similar work under the same or similar circumstances. The Vendor shall be responsible for the quality, services, and reports furnished by the Vendor. The Vendor must, at no additional cost to the District, correct or revise any errors, omissions, or other deficiencies in the reports, calculations, and other services it provides pursuant to this Agreement as determined by the District.

**3.2 Parts Supply.** Based on the District's current machine population as detailed in Table 2 attached hereto, the Vendor shall inventory the necessary parts to support the District's owned Caterpillar equipment. The inventory of critical spare parts shall reduce downtime of District's Caterpillar equipment after part failures. To accomplish this, the Vendor shall stock the necessary parts at the Vendor stores to achieve a minimum 80 percent same day fill rate on order parts and utilize the Caterpillar West Coast distribution center to obtain the necessary parts to achieve a minimum 98 percent next day fill rate on ordered parts.

The Vendor will provide a daily parts delivery service, Monday through Friday excluding holidays, to all Facilities when parts are ordered. The Vendor will pick up parts to be returned, component cores, and SOS Qlab samples using this same delivery service. The Vendor will provide quarterly parts usage reports detailing the following information per month.

- a. Number of Items Ordered
- b. Items Filled Same Day
- c. Items Filled Next Day
- d. First Pass Fill Rate
- e. Next Day Fill Rate
- f. Parts Expenditure Online Orders
- g. Parts Expenditure Over the Counter
- h. Parts Expenditure Service Jobs
- i. Total Parts Expenditure

**3.3 Preventative Maintenance Service Kits.** The Vendor will develop preventative maintenance service kits and assign parts numbers for the District's current machine population.

**3.4 Parts Warranties.** The Vendor will warrant all new Caterpillar parts sold to District to be free of defects in material and workmanship for a period of 12-months. The Vendor shall not be

responsible for any failures resulting from the District's abuse, misuse, neglect, or improper installation or maintenance.

**3.5 Major Component Rebuilds.** The Vendor will maintain suitable facilities to rebuild Major Components for the District. Upon request by the District, the Vendor will provide quotation for each Major Component rebuild detailing cost of labor and parts. Quotation will include time to complete rebuild. If scope of work changes at any time during rebuild process, then the Vendor will provide an updated quotation to the District. The District will promptly review the revised quotation and either approve or reject the change in scope of work within three (3) business days. Each component will be tested after rebuilding and set to factory specifications. Engines and transmissions shall be dynamometer tested and test results provided to the District upon delivery. A condition report will be provided with each Major Component rebuild. All Major Component rebuilds will be provided by the Vendor with a three (3) year or 5,000 hour extended warranty.

**3.6 Telematics.** The Vendor will support all Caterpillar machines owned by the District with active product link devices installed. Support will include connectivity subscriptions to Visionlink, SOS Services Web, My.CAT.com, CAT Inspect, and Parts.Cat.com. The Vendor will provide condition monitoring support including recommended action for diagnostic alerts. The Vendor will provide these support services to the District at no cost.

**3.7 Undercarriage Monitoring.** The Vendor will perform undercarriage inspection on all track type equipment at Facilities at a minimum frequency of every six months. The CTS inspections will use CWMS to record data, forecast remaining life, and make recommendations for repairs or replacements. The inspections shall use ultrasonic wear indicator technology to assess and advise on the condition of a machine's undercarriage directly measuring the most critical dimensions on undercarriage. The Vendor shall submit electronic reports to the District by email no later than March 31 and September 30 each year.

**3.8 Technician Software.** The Vendor will provide up to eight (8) Caterpillar ET annual software licenses to District at a price of \$750 per license. This will include access to the Caterpillar SIS, which is an online electronic service reference tool. The Vendor will provide a four-hour training session to all software users upon request by the District and at no additional cost to the District.

**3.9 Technician Training.** The Vendor will provide access to DPC for online technician training. Each District technician will need to be registered individually to have a unique log-in to track training. The Vendor will charge the District \$250 per individual annual license.

**3.10 Operator Training.** The Vendor will provide training to the District's equipment operators twice per year for up to two days per session upon request by the District. This training will be provided at no cost to the District. Additional training days can be requested at a cost of \$1,350 per day.

**3.11 Labor Hours.** The Vendor shall provide quotations for all service requests from the District. The quoted labor hours shall be based on the Caterpillar builder program using historical data and be reasonable for the scope of work. The quotations will clearly detail number of labor hours and labor rates. Travel time will be charged at standard labor rates from the applicable Vendor facility to Facilities for Field Service. Travel time will be detailed on a separate line item on each quotation.

**3.12 Response Times for Field Service.** The District and the Vendor will work together to prioritize repairs. The Vendor will make commercially reasonable efforts to respond to Field Service requests within 48 hours for requests made Monday through Friday, excluding holidays. If Vendor fails to

respond to Field Service requests from Sylmar Store with 72 hours, 50% of the travel time will be waived from billable labor hours.

**3.13 Service Reports.** For all Field Service, a service report must be submitted electronically at the end of each day documenting; name of technician, start and finish time for the day, status of repair, and expected completion date. Service reports shall be emailed to the distribution list provided by the District.

**3.14 Repair Work Warranty.** Except for Major Component rebuilds, which have a higher-level warranty, the Vendor warrants repair work to be free of defects in material and workmanship for a period of 90 days from performance of such repair. The Vendor will, as an exclusive remedy, redo such repair work, which is found to be defective in material and workmanship within the 90-day warranty period. The Vendor will not be responsible for any failure resulting from abuse, misuse, neglect, or improper maintenance.

**3.15 Warrantable Repairs.** The Vendor shall promptly respond to all requests for warrantable repairs. No travel charges will be billed for any warrantable repairs performed at Facilities.

**3.16 Machine Rebuilds.** The Vendor shall provide guidance to the District on optimizing the total lifecycle costs of current machine population with proposed machine or component rebuild schedules. The Vendor shall provide the District information on current machine rebuild rebates or incentive programs offered by either the Vendor or Caterpillar.

**3.17 Compliance with Site Safety and Health Rules.** The Vendor must strictly adhere to all applicable safety rules in its performance of the Agreement. When driving or present on Facilities, Vendor, its employees, and its Subcontractors must strictly adhere to all traffic safety signs and directions and use the required personal protective equipment ("PPE").

The Vendor must report to the District all accidents and incidents on Facilities including spills of any kind.

The Vendor must ensure all drivers possess all required valid documents when driving on Facilities.

**3.18 Vendor's Responsibility as a Motor Carrier.** The Vendor must maintain adequate records and comply with all requirements under the State of California's Basic Inspection of Terminals ("BIT") Program and maintain a good standing motor carrier record based on the California Performance Safety Score ("CPSS").

#### **4. DISTRICT'S RESPONSIBILITIES**

**4.1 Access.** To enable the Vendor to perform Field Service, the District will provide the Vendor with timely and necessary access to the equipment at Facilities.

**4.2 Equipment Changes.** The District's current Caterpillar equipment list is detailed in Table 2. The District will notify the Vendor when a Caterpillar machine owned by the District is added, removed, or transferred between Facilities.

**4.3 Parts Usage.** The District will assist the Vendor in determining parts usage for inventory purposes, to include estimates for parts and commodity consumption.

**4.4 Parts Ordering.** The District shall use the online parts ordering platform to the greatest extent possible to streamline the parts ordering process.

**5. PRICING STRUCTURE & PAYMENT FOR SERVICES**

**5.1 Parts.** The Vendor will provide the District the below discounts for common replacement Caterpillar parts. All other Caterpillar parts will be invoiced at the OEMs stated price as detailed on the Caterpillar Online Parts Store.

Parts Description	% Discount	Merchandising Program ID #
Batteries	25%	NAT-ELE-3030
Ground Engaging Tools (GET)	35%	NAT-GET-2
Filters	35%	NAT-PR-4
Hydraulic Hoses & Couplings	30%	NAT-HYD-3045
Undercarriage	15-20%	Model Specific
Hardware & Bolts	20%	FOC-NEC-3387
QLAB	37%	

**5.2 Hose Assembly Charges.** The Vendor will assemble hoses ordered by the District at their parts stores and invoice the District the following service fees for each assembled hose. The service fee will be in addition to the costs of the hose material and couplings.

Hose Size	Service Fee
Low & Medium Pressure	\$25
XT3 Hose	\$35
XT5 Hose	\$45
XT6 Hose	\$60

**5.3 Field Service.** Standard time labor rates should be charged for all hours of work between 06:00 through 16:00 Monday to Friday. When the District requests to have Field Service work expedited, which would require overtime labor, these requests will be reviewed by Parties prior to proceeding.

Rate Type	Labor Rate (\$/hour)		
	Year 1	Year 2	Year 3
Corcoran Store – Field Technician: Standard Time	\$184	\$193	\$203
Corcoran Store – Field Technician: Overtime	\$276	\$290	\$304
Lancaster Store – Field technician: Standard Time	\$196	\$206	\$216
Lancaster Store – Field technician: Overtime	\$294	\$309	\$324
Metro Stores – Field Technician: Standard Time	\$210	\$221	\$232
Metro Stores – Field Technician: Overtime	\$315	\$331	\$347
Metro Stores – PM Service Lube Technician CVA rate	\$150	\$158	\$165

**5.4 Shop Service.** Standard time labor rates should be charged for all hours of work.

Rate Type	Labor Rate (\$/hour)		
	Year 1	Year 2	Year 3
Corcoran Store	\$166	\$174	\$183
Lancaster Store	\$169	\$177	\$186
Metro Stores	\$180	\$189	\$198

**5.5 Quotations.** For all non-warrantable service requests, the Vendor shall provide a quotation for parts and labor to complete requested scope of work. The District shall approve quotation prior to work commencing. If the scope of work changes during the repair, the Vendor shall provide an updated quotation, which will be either approved or rejected by the District in a timely fashion.

**5.6 Proforma Invoices.** The Vendor shall provide proforma invoices for services provided within five (5) business days after service is completed. The proforma invoice shall include copies of service reports and detailed descriptions of services performed. If any segment on proforma invoice has a variance from last updated quotation, a detailed written explanation shall be provided for the reason of the variance. The District shall review the proforma invoice within five (5) business days after receiving and provide written acceptance or request for additional information and/or adjustments.

**5.7 The Vendor's Invoices.** The Vendor shall invoice the District for parts after the parts are delivered or picked up at the Vendor's parts counter. The vendor shall invoice the District for services provided after approval of each proforma invoice. Each invoice must reference the District provided purchase order number and must be emailed to [invoices@lacsdsd.org](mailto:invoices@lacsdsd.org).

**5.8 Time for Payment by District.** The District will pay all undisputed invoiced amounts within 30 days after receiving invoice.

**5.9 Disputed Invoices.** If the District disputes the amount of any invoice, the District will provide written notice to the Vendor of the dispute and the specific grounds for the dispute no later than 20 days after receiving the invoice. In the written notice of dispute, the District will provide the required information with sufficient specificity to allow the Vendor to investigate the District's claim. The Parties shall make a good faith effort to settle any dispute or claim arising under this Agreement.

**5.10 Vendor's Maintenance of Records.** The Vendor must maintain all records relating to the services provided and sale of parts supplied under this Agreement in their original form. These records must be maintained by Vendor for a period of no less than three years following (1) the last payment made by the District to the Vendor under this Agreement or (2) the expiration of the Term of this Agreement, whichever is later. The Vendor must timely provide any additional reports requested by the District with respect to this Agreement or the services provided.

**5.11 District Audits.** The District's authorized personnel or representatives may examine and audit any or all of the Vendor's records relating to this Agreement or the services provided at any time during the retention period set forth in Section 5.10. In addition, the District may audit the Vendor's services provided to verify the Vendor's compliance with this Agreement. The District will provide 72 hours' notice for any audit to allow the Vendor to prepare the needed documentation.

## 6. LABOR PRACTICES

This Section covers the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California and other labor practices.

Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the Field Service work contemplated under this Agreement, as ascertained by the Director of the Department of Industrial Relations, shall be paid to all workers employed on said work by the Vendor or by any subcontractor doing or contracting to do any part of said work.

### 6.1 Wage Rates, Travel, and Subsistence.

a. **Wage Rates.** Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (§ 1770 et seq.), the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification, or type of worker needed to provide the work contemplated under this Agreement from the Director of the DIR. The Vendor shall submit a copy of the general rate of per diem wages for each craft, classification, or type of work that the Vendor intends to use to execute the work to the District for review. These rates are listed in Attachment 1 of this Agreement, on file with the District, and copies will be made available to any interested party on request. Vendor shall also post a copy of such wage rates at the Facilities or on the service vehicles where the Vendor is conducting the Field Service work.

For any worker employed to perform work, where such work is not covered by any classification listed in the published general prevailing wage rates determinations or per diem wages determined by the DIR, said worker shall be paid not less than the minimum rate of wages specified in the classification which most nearly corresponds to the employment of such person in such classification.

b. **Holiday and Overtime Pay.** Holiday and overtime work, when permitted by law, shall be paid for at a rate set forth in the prevailing wage determinations issued by the DIR or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in this Agreement, or authorized by law for all Field Service work performed on or after the Agreement commencement date.

c. **Wage Rates Not Affected By Other Contracts.** Vendor shall pay and shall cause to be paid to each employee to whom prevailing wage rates apply not less than the general prevailing rate of per diem wages determined by the DIR, regardless of any contractual relationship which may be alleged to exist between Vendor and employee.

d. **Travel and Subsistence.** Vendor shall pay and shall cause to be paid to each employee performing work travel and subsistence payments, as such travel and subsistence payments are defined by the DIR and in accordance with Labor Code § 1773 et seq., including but not limited to Labor Code § 1773.1.

e. **Change In Prevailing Wage.** Contractor shall comply with the prevailing wage determinations in effect as of the Agreement execution date, and shall comply with any predetermined increases required under the determinations.

f. **Minimum Wage Rates.** Any worker employed to perform work, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the DIR, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work to be performed by them.

g. **Per Diem Wages.** Vendor shall pay and shall cause to be paid to each employee performing work per diem wages including, but not limited to, employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.1.

h. **Posting of Wage Rates.** Vendor shall post the required notice/poster required under the California Code of Regulations and Labor Code § 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Facilities or on the service vehicles. The required notice/poster is available on the Labor Commissioner's website.

i. **Forfeiture and Payments.** Pursuant to Labor Code § 1775, Vendor shall forfeit to District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the DIR, for such craft or classification in which such worker is employed for any work performed. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of Vendor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Vendor in meeting his or her prevailing rate of per diem wage obligations, or Vendor's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if Vendor had knowledge of it or the obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by Vendor.

j. **Monitoring and Enforcement by Labor Commissioner.** Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Vendor shall be required to furnish, at least once every thirty days while work is being performed on the Project, certified payroll records directly to the Labor Commissioner in accordance with Labor Code § 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Vendor must sign up for, and utilize, the Labor Commissioner's electronic Certified Payroll Records (CPR) submission system. The District will have direct and immediate access to all CPRs for work performed under this Agreement that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner and DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code § 226, and conducting random in-person inspections of the Facilities ("**On-Site Visits**"). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Facilities, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by Vendor.



Vendor and all employees shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

## **6.2 Records of Wages Paid: Certified Payroll Submissions and Inspection.**

### **a. Payroll Records.**

- i. Pursuant to § 1776 of the Labor Code, Vendor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.
- ii. All payroll records as specified in Labor Code § 1776 of Vendor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code § 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code § 1776 shall be certified and submitted to the District in hard copy (not electronic) with each application for payment or invoice. All payroll records shall be available for inspection at all reasonable hours at the principal office of Vendor on the following basis:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the DLSE or the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the DLSE. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by Vendor, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Vendor.
- iii. The certified payroll records shall be on forms provided by the DLSE or shall contain the same information as the forms provided by the DLSE.
- iv. Vendor shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.

- v. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the DLSE shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Vendor awarded the work shall not be marked or redacted. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or redacted only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- vi. The Vendor shall inform the District of the location of all payroll records, including the street address, city and county, and shall provide notice of a change of location and address within five (5) days of same.
- vii. Vendor shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that Vendor fails to comply within the 10-day period, the Vendor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the DLSE, these penalties shall be withheld from payments then due to Vendor.
- viii. Responsibility for compliance with this Article shall rest upon Vendor.

b. Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to Vendor if:

- i. The required prevailing rate of per diem wages determined by the DIR is not paid to all employees performing work;
- ii. Vendor fails to submit all required certified payroll records with each application for payment or invoice, but not less than once per month;
- iii. Vendor submits incomplete or inadequate payroll records;
- iv. Vendor fails to comply with the Labor Code requirements concerning apprentices; or
- v. Vendor fails to comply with any applicable state laws governing workers on public works projects.

**6.3 Apprentices.**

a. **Apprentice Wages and Definitions.** All apprentices employed by Vendor to perform work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, as determined by the DIR, and shall be employed only at the work of

the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with section 3070) of Division 3, are eligible to be employed under this Agreement. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California apprenticeship Council.

b. **Apprentice Labor Pool.** When Vendor employs workers in any apprenticeable craft or trade, Vendor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the work, for a certificate approving the Vendor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving Vendor, shall arrange for the dispatch of apprentices to Vendor in order to comply with this section. Vendor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Facility of the work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Vendor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade at the Facility, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

c. **Journeyman/Apprentice Ratio; Computation of Hours.** Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. Vendor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

d. **Journeyman/Apprentice Ratio.** Vendor, if covered by this section upon the issuance of the approval certificate, or if previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by Vendor that it employs apprentices in the craft or trade in the state on all of its contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting Vendor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts, when the contracts of general Vendors or those specialty Vendors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a

journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

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

- i. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- iii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- iv. Assignment of an apprentice to any work performed under this Agreement would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

f. **Ratio Exemption.** When exemptions are granted to an organization which represents Vendors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Vendors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards. 12.3.7. Apprentice Fund. If Vendor employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Facility, to which fund or funds other Vendors in the area of the site of the Facility are contributing, Vendor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Facility in the same amount or upon the same basis and in the same manner as the other Vendors do, but if the trust fund administrators are unable to accept the funds, Vendor shall pay a like amount to the California Apprenticeship Council. Vendor may add the amount of the contributions in computing its bid for the contract. The DLSE is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code § 227.

g. **Vendor Compliance.** The responsibility of compliance with paragraph 12.3 and § 1777.5 of the Labor Code for all apprenticeable occupations is with Vendor.

h. **Decisions Of Joint Apprenticeship Committee.** All decisions of the joint apprenticeship committee under this paragraph 12.3 and Labor Code § 1111.5 are subject to Labor Code § 3081.

i. **No Bias.** It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code § 3077.

j. **Violation of Labor Code.** Pursuant to Labor Code § 1777.7, in the event Vendor willfully fails to comply with the provisions of this paragraph 11.3 and Labor Code § 1777.5:

1. The DIR shall deny to Vendor the right to bid on, or to receive, any public works contract for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violations. Each period of debarment shall run from the date the determination of noncompliance by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council.
2. If Vendor violates §1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding § 1727, upon receipt of a determination that a civil penalty has been imposed, District shall withhold the amount of the civil penalty from the contract progress payments then due or to become due.
3. In lieu of the penalty provided for in subdivision (a) or (b), the DIR may for a first time violation and with the concurrence of the joint apprenticeship committee, order Vendor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
4. Any funds withheld by District pursuant to this section shall be deposited in the General Fund if the awarding body is a state entity, or in the equivalent fund of an awarding body if the awarding body is an entity other than the state.
5. The interpretation and enforcement of § 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

#### **6.4 DIR Registration.**

Registration by Vendor and All SubVendors of Any Tier. Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of Vendor under the Agreement. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by Vendor. The failure of Vendor to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause. An affirmative and ongoing obligation of Vendor under the Agreement is the verification that all subVendors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Vendor shall not permit or allow any subVendor of any tier to perform any work without Vendor's verification that all subVendors are in full and strict compliance with the DIR registration requirements. Any subVendors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code § 1771.1. Vendor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

#### **7. TERMINATION**

This Agreement may be terminated with or without cause at any time by either Party by giving ninety (90) days notice in writing to the other Party of its intention to do so pursuant to Section 14.

## **8. INDEMNITY**

The Vendor must defend, indemnify, and hold free and harmless the District, the other County Sanitation Districts of Los Angeles County, their officers, directors, agents and employees from and against any and all claims, demands, actions, loss or liability arising out of negligent errors, omissions or acts of the Vendor in performing the Vendor's obligations under this Agreement. This indemnity extends to the payment of all costs of litigation including reasonable attorneys' fees and court costs with respect to any cause of action referred to above.

The District must defend, indemnify and hold free and harmless the Vendor, its officers, directors, agents and employees from and against any and all claims, demands, actions, loss or liability arising out of negligent errors, omissions or acts of the District in performing the District's obligations. This indemnity extends to the payment of all costs of litigation including reasonable attorneys' fees and court costs with respect to any cause of action referred to above.

The Vendor's and the District's indemnity obligations will survive the expiration or earlier termination of this Agreement.

## **9. INSURANCE**

The Vendor shall secure and maintain during the duration of this Agreement, at its sole expense, such insurance as will protect it and the District in such a manner and at such amounts as set forth below. The supplier shall pay the premiums for said insurance coverage.

The Vendor shall furnish to the District certificates of insurance and endorsements verifying the insurance coverage as required by the Agreement. These certificates of insurance and endorsements shall be delivered to the District within seven (7) calendar days after execution of this Agreement. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

The insurance policies certified for compliance with this Agreement shall include the following provisions or have them incorporated by endorsements:

Coverage provided by the Vendor policies shall be primary coverage without right of contribution of any other insurance carrier or on behalf of the District. The District shall receive thirty (30) calendar days prior written notice of a policy cancellation or reduction in coverage.

The Vendor shall provide insurance coverage through insurers that meet the following terms: Insurers shall have at least an "A" policyholders rating and an "X" financial rating in accordance with the current Best's Key Rating Guide.

The insurance provided under this Agreement shall include policies providing coverage to include each of the requirements set forth below in amounts that meet or exceed the minimums set forth herein.

**9.1 Workers' Compensation.** The Vendor shall maintain Workers' Compensation Insurance as required by law in the State of California and Employer's Liability Insurance (including disease coverage) in an amount not less than \$1,000,000 per occurrence. This insurance shall also waive all right to subrogation against the District, its employees, representatives, and agents.

**9.2 General Liability.** The Vendor shall maintain general liability insurance including provisions for contractual liability, independent consultants, and broad form property damage coverage.

This insurance shall have an endorsement naming the “**COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**” as an additional insured and a standard cross liability clause or endorsement. The limit of insurance shall not be less than \$2,000,000 per occurrence combined single limit for bodily injury and property damage and \$4,000,000 general aggregate. The vendor shall have additional excess/umbrella general liability insurance of at least \$20,000,000.

**9.3 Automobile Liability.** The Vendor shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the “**COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**” as an additional insured and with a standard cross liability clause or endorsement. The limit of insurance shall not be less than \$1,000,000 per occurrence combined single limit.

## **10. INDEPENDENT CONTRACTOR**

Each party is and will perform this Agreement as an independent contractor and will have and maintain complete control over all of its employees, agents, and their conduct. Neither of the parties, nor anyone employed by them will represent, act, purport to act or be deemed to be the agent, representative, or employee of the other party.

## **11. REGULATORY COMPLIANCE**

The Vendor, at no additional cost to the District, must obtain and renew all necessary permits and licenses required for the performance of the work included in this Agreement.

The Vendor must comply with all applicable CARB, EPA, and local air district regulations, both current and future, for on-road medium- and heavy-duty vehicles. The Vendor is responsible to determine which permits, entitlements, and approvals are necessary for its equipment, and which rules and regulations are applicable to its operations.

The Vendor is responsible for compliance with all applicable regulations of the U.S. Department of Transportation (DOT), the California Highway Patrol, the California Department of Transportation, and any agencies having jurisdiction over the vehicles operated by the Vendor, including but not limited to highway weight limitations, hours of service regulations, driver documentation, and reporting requirements.

## **12. FORCE MAJEURE**

Neither the Vendor nor the District will be responsible or liable for failure to meet their respective obligations under this Agreement if that failure is due to causes beyond the Vendor's or the District's control. Such causes include, but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, freight embargoes or delays in transportation, and changes in federal, state, or local law. The Vendor and the District must immediately notify the other Party in writing of the occurrence of any condition it believes constitutes a force majeure under this section. If a condition of force majeure exists for 30 days or more, either Party may terminate this Agreement by giving notice in writing in accordance with Section 14. The notice will become effective 24 hours after receipt. No Party, however, will be relieved of any obligation or liability to the extent that any delay related to a force majeure cause arises out of that Party's own acts or negligence.

### **13. ADDITIONAL PROVISIONS**

**13.1 Entire Agreement.** This Agreement represents the entire understanding between District and Vendor as to the supply of parts and services for Caterpillar equipment. No prior oral or written understanding is of any force or effect with respect to the matters provided in this Agreement.

**13.2 Assignment.** The Vendor may not sell or assign its interest in this Agreement without the prior written approval of the Chief Engineer, in his or her sole and absolute discretion. The provisions of this Agreement will be binding upon the Vendor and any successors or assigns.

**13.3 Litigation Costs.** If either Party initiates any legal or administrative proceeding relating to any issues arising out of this Agreement, the prevailing party will be entitled to recover all reasonable attorneys' fees and legal expenses, in addition to any other relief granted.

**13.4 Governing Law.** The provisions of this Agreement will be interpreted and enforced in accordance with the laws of the State of California. Venue for any action will be in the Superior Court of Los Angeles County.

**13.5 Waiver.** Either Party may waive compliance by the other Party with respect to any provisions of this Agreement. No waiver of any provision may be construed as a waiver of any other provision. No waiver may be construed as an ongoing waiver with respect to subsequent events unless it expressly so provides. Any waiver must be in writing, signed by the waiving Party, and recite the provisions being waived.

**13.6 Remedies.** The remedies and relief set forth in this Agreement are cumulative and not in the alternative and are in addition to any other remedies or relief that may otherwise be available to the Parties, at law or in equity. The Parties may pursue any and all available remedies and relief, either sequentially or in concert, including without limitation, the right to enjoin any violation, or threatened violation, of this Agreement.

**13.7 Action by Chief Engineer.** Except as otherwise provided in this Agreement, the Chief Engineer may take all actions on behalf of the District in connection with any approvals or actions required of or by the District under this Agreement.

### **14. NOTICES**

All notices or other communications to the Vendor will be deemed given when made in writing and delivered, mailed, or emailed to the Program Representative. All notices or other communications to the District will be deemed given when made in writing and delivered, mailed or emailed to the designated Project Manager.

If to District:  
David Bolderoff  
Fleet Manager (Project Manager)  
County Sanitation Districts of Los Angeles County  
1955 Workman Mill Road  
Whittier, CA 90601  
Email: [dbolderoff@lacs.org](mailto:dbolderoff@lacs.org)



If to Vendor:  
Nick Tafolla  
Parts and Service Sales Representative (Program Representative)  
Quinn Company  
10006 Rose Hills Road  
City of Industry, CA 90601  
Email: [ntafolla@quinncompany.com](mailto:ntafolla@quinncompany.com)

## **15. SEVERABILITY**

If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

[This area intentionally left blank. Signatures on following page.]

**COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

By \_\_\_\_\_  
Chairperson, Board of Directors

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Secretary to the Board

Date \_\_\_\_\_

APPROVED AS TO FORM:  
LEWIS, BRISBOIS, BISGAARD & SMITH LLP

By \_\_\_\_\_  
District Counsel

Date \_\_\_\_\_

**Quinn Company**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# TABLE 1

Facility Name	Facility Address	Number of Caterpillar Machines
Calabasas Landfill (CALF)	5300 Lost Hills Road Agoura, CA 91301	10
Joint Water Pollution Control Plant (JWPCP)	24501 S. Figueroa Street Carson, CA 90745	5
Lancaster Water Reclamation Plant (LAWRP)	1865 W. Avenue D Lancaster, CA 93534	2
Palmdale Water Reclamation Plant (PAWRP)	39300 30th Street East Palmdale, CA 93550	3
Palos Verdes Landfill (PVLf)	25680 Hawthorne Boulevard Rolling Hills Estates, CA 90274	1
Puente Hills Material Recovery Facility (PHMRF)	2800 Workman Mill Road Whittier, CA 90601	8
Scholl Canyon Landfill (SCLF)	7721 N. Figueroa Street Los Angeles, CA 90041	12
South Gate Transfer Station (SGTS)	9530 Garfield Avenue South Gate, CA 90280	3
Spadra Landfill (SPLF)	4125 W. Valley Blvd. Walnut, CA 91789	2
Tulare Lake Compost (TLC)	34318 23rd Avenue Kings County, CA 93239	3
Valencia Water Reclamation Plant (VAWRP)	28185 The Old Road Valencia, CA 91355	1
	<b>Total</b>	<b>50</b>

# TABLE 2

Asset Id	Make/Model	Serial Number	Model Year	Hour Meter	Facility
1191	CAT TH330B	SLB00889	2005	4,242	Spadra Landfill
1218	CAT D9T	TWG00275	2012	16,887	Calabasas Landfill
1223	CAT D7E LGP	SSH00447	2017	3,880	Scholl Canyon Landfill
1224	CAT D9T	REX00528	2017	6,129	Calabasas Landfill
1228	CAT 657G (T4 Repower)	W1C00322	2014	841	Calabasas Landfill
1229	CAT 657G	W1C00323	2014	9,809	Calabasas Landfill
1230	CAT D5K	KY202205	2016	3,475	Calabasas Landfill
1231	CAT D5K	KY202220	2016	4,842	Scholl Canyon Landfill
1232	CAT 420F2 ST	HWC03830	2018	3,318	Scholl Canyon Landfill
1238	CAT 824K	2T200111	2019	2,050	Calabasas Landfill
1239	CAT 824K	2T200110	2019	2,467	Scholl Canyon Landfill
1242	CAT 836K	T6X00189	2020	3,831	Calabasas Landfill
1243	CAT 836K	T6X00188	2020	3,547	Scholl Canyon Landfill
1245	CAT 950M	EMB00312	2015	6,312	Calabasas Landfill
1246	CAT 950M	EMB01083	2015	5,894	Scholl Canyon Landfill
1257	CAT D9T	REX00414	2015	16,213	Scholl Canyon Landfill
1258	CAT D9T	REX00421	2015	16,820	Scholl Canyon Landfill
1259	CAT D9T	REX00413	2015	15,256	Scholl Canyon Landfill
1262	CAT D9	JC200225	2022	1,071	Calabasas Landfill
5036	CAT 416D	BFP14060	2004	2,673	Palos Verdes Landfill
5042	CAT 657EPP (T4 Repower)	91Z75022	2007	1,112	Scholl Canyon Landfill
5044	CAT 657EPP (T4 Repower)	91Z75024	2008	749	Scholl Canyon Landfill
5047	CAT 16M	B9H00366	2008	3,187	Scholl Canyon Landfill
5101	CAT D5GXL	WGB03429	2006	37	Puente Hills Landfill
5125	CAT 420FST	SKR04749	2014	3,736	Spadra Landfill
5129	CAT D7E LGP	SSH00326	2015	8,978	South Gate Transfer Station
5146	CAT 966MXE	B8P00205	2016	12,874	Puente Hills Material Recovery Facility
5147	CAT 966MXE	B8P00207	2016	13,458	Puente Hills Material Recovery Facility
5160	CAT 930K	RHN01101	2012	4,248	Puente Hills Material Recovery Facility
5162	CAT 966MXE	B8P00489	2018	10,545	Puente Hills Material Recovery Facility
5166	CAT 966MXE	B8P00491	2018	7,993	Puente Hills Material Recovery Facility
5167	CAT D7ELGP	SSH00482	2018	7,569	South Gate Transfer Station
5180	CAT 930M	F5K02177	2022	1,194	South Gate Transfer Station
5181	CAT 930M	F5K02318	2022	796	Puente Hills Material Recovery Facility
6600	CAT 16H (T3 Repower)	6ZJ00086	1996	1,153	Calabasas Landfill

<b>Asset Id</b>	<b>Make/Model</b>	<b>Serial Number</b>	<b>Model Year</b>	<b>Hour Meter</b>	<b>Facility</b>
6747	CAT 966F (T2 Repower)	4YG75001	2005	8,246	Puente Hills Landfill
8239	CAT 966G	0AXJ01440	2003	6,540	Palmdale Water Reclamation Plant
8387	CAT 414E	0ELB00247	2007	3,269	Lancaster Water Reclamation Plant
8388	CAT 414E	0ELB00219	2007	3,457	Valencia Water Reclamation Plant
8389	CAT 414E	0ELB00365	2007	2,452	Palmdale Water Reclamation Plant
8397	CAT 420FST	SKR00773	2012	2,546	Joint Water Pollution Control Plant
8423	CAT 962M	EJB00301	2015	14,296	Tulare Lake Compost Facility
8424	CAT 966M	KJP01166	2015	13,181	Tulare Lake Compost Facility
8451	CAT 950K	R4A00783	2012	4,651	Joint Water Pollution Control Plant
8452	CAT 950K	R4A01229	2013	6,259	Joint Water Pollution Control Plant
8453	CAT 950K	R4A01072	2013	4,815	Palmdale Water Reclamation Plant
8454	CAT 950K	R4A01228	2013	5,529	Lancaster Water Reclamation Plant
8545	CAT 242D3	HSX01888	2021	1,669	Tulare Lake Compost Facility
8547	CAT 242D3	HSX02230	2022	121	Joint Water Pollution Control Plant
8548	CAT 226D3	EK501059	2022	48	Joint Water Pollution Control Plant

# **ATTACHMENT 1**

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

**Craft: Landfill Worker (Operating Engineer)**

**Determination:**

SC-63-12-41-2023-1

**Issue Date:**

February 22, 2023

**Expiration date of determination:**

June 30, 2023\*\* The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**Localities:**

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

**Wages and Employer Payments:**

Classification (Journey person)	Basic Hourly Rate	Health and Welfare <sup>a</sup>	Pension	Vacation and Holiday <sup>b</sup>	Hours	Total Hourly Rate <sup>c</sup>	Daily/Holiday Overtime Hourly Rate (1 ½ X) <sup>d</sup>	Sunday Overtime Hourly Rate (2 X)
Heavy Duty Repairman and/or Welder	\$36.30	\$6.24	\$9.65	\$0.70 <sup>e</sup>	8.0	\$52.89	\$64.100	\$82.250
Equipment Operator II	\$29.00	\$6.10	\$9.65	\$0.56 <sup>f</sup>	8.0	\$45.31	\$53.150	\$67.650
Equipment Operator III	\$30.00	\$6.12	\$9.65	\$0.58 <sup>g</sup>	8.0	\$46.35	\$54.650	\$69.650
PM Tech	\$25.65	\$6.03	\$9.65	\$0.49 <sup>h</sup>	8.0	\$41.82	\$48.125	\$60.950
Laborer/Spotter	\$19.00	\$5.91	\$4.07	\$0.37 <sup>i</sup>	8.0	\$29.35	\$32.570	\$42.070

**Recognized holidays:**

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

**Travel and/or subsistence payment:**

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

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<sup>a</sup> Includes amounts for Sick Leave and Health Insurance that apply to the first 173.33 hours worked per month.

<sup>b</sup> This amount applies to the first 173.33 hours worked per month.

<sup>c</sup> Computation is based on the first year of employment. This rate should be increased by any applicable vacation increase as stated in the other footnotes.

<sup>d</sup> Rate applies to all hours worked in excess of forty (40) hours in a workweek or in excess of eight (8) hours in any one day. Rate also applies to sixth consecutive day of work. For any daily hours worked in excess of twelve (12) hours, the Sunday overtime rate would apply.

<sup>e</sup> \$1.40 after 2 years of service; \$2.09 after 5 years of service.

<sup>f</sup> \$1.12 after 2 years of service; \$1.67 after 5 years of service.

<sup>g</sup> \$1.15 after 2 years of service; \$1.73 after 5 years of service.

<sup>h</sup> \$0.99 after 2 years of service; \$1.48 after 5 years of service.

<sup>i</sup> \$0.73 after 2 years of service; \$1.10 after 5 years of service.