

**FIRST AMENDMENT TO HOUSEHOLD HAZARDOUS WASTE/ELECTRONIC WASTE
COLLECTION AGREEMENT**

This First Amendment to the Household Hazardous Waste/Electronic Waste Collection Agreement (“**First Amendment**”) is dated _____, 2021 (“**First Amendment Effective Date**”) and is between and is between County Sanitation District No. 2 of Los Angeles County (“**District**”), DIR registration number 100010096, a county sanitation district organized and existing pursuant to California Health & Safety Code §4700 et seq. and Clean Earth Environmental Solutions, Inc., (formerly named Stericycle Environmental Solutions) (“**Contractor**”), DIR registration number 1000014866. The District and the Contractor are each a “**Party**” and collectively are the “**Parties**”.

The Parties entered into the Household Hazardous Waste/Electronic Waste Collection Agreement (“**Agreement**”) effective February 27, 2019 to provide for the Contractor to conduct certain public household hazardous waste and consumer electronic waste (“**HHEW**”) collection events in Los Angeles County (“**Project**”). The DIR Project number is 397734. Section 1.2 of the Agreement provided for an initial duration of three years from the Effective Date and for an extension of the original duration by up to three years upon the Contractor's request and the written approval of the District's Chief Engineer and General Manager (“**Chief Engineer**”).

The Agreement provides for payment to the Contractor for Fixed Costs and Unit Costs to operate the HHEW collection events. Fixed Costs include set-up costs, labor costs, and special pickups, and Unit Costs include all labeling, transportation, and disposal costs for various HHEW waste streams. Prevailing wage must be paid on “**Public Works**” defined in Labor Code section 1720(a)(2) as work done for irrigation, utility, reclamation, and improvement districts, and other districts of this type, a “**Covered District**”. Since the Effective Date of the Agreement, the California Supreme Court in *Kaanaana v. Barrett Business Services, Inc.* (2021) decided the effort, labor, and resources expended by Contractor for these events constitutes work and satisfies the first element of section 1720(a)(2). The second element is that the work must be done for a Covered District such as the District. A Contractor performing Public Works is considered a “**Public Works Contractor**” with the responsibilities detailed in Exhibit A. The purpose of California's prevailing wage laws is to protect and benefit employees on Public Works projects.

The Parties intend by this Amendment to provide for the extension of the Agreement by up to three years and to provide for Contractor's acceptance of the responsibilities as a Public Works Contractor while providing HHEW collection services under the Agreement.

The Parties therefore amend the Agreement as set forth in this First Amendment, and agree as follows:

1. The capitalized terms contained in this First Amendment have the same meaning assigned to them in the Agreement.
2. Section 1.2 of the Agreement will be stricken and replaced with the following Section 1.2:

"1.2 Duration. The initial duration of this Agreement began on the Effective Date and will expire on December 31, 2021 (the "**Duration**"). The Parties agree that the Duration of this Agreement will be extended by up to an additional three-year period, up to and including December 31, 2024."

3. The Fixed Costs table in Section 9.1 of the Agreement will be stricken and replaced with the following Fixed Costs table:

FIXED COSTS			
Baseline Setup Number of Loads	Setup Cost Per Load	Setup Total Cost	Additional Cost Per Load Exceeding Baseline Setup Number of Loads
100	280.48	28,048	125.31
250	125.31	31,327	100.93
500	100.93	50,464	94.10
750	94.10	70,576	81.89
1000	81.89	81,888	70.08
1250	70.08	87,596	62.20
1500	62.20	93,304	56.55
1750	56.55	98,960	52.28
2000	52.28	104,562	49.21
2500	49.21	123,019	45.15
3000	45.15	135,461	45.15

4. The following paragraph will be added as Section 9.3 of the Agreement:

"9.3 Price Adjustments. Costs may be adjusted according to wage determinations issued by the California Department of Industrial Relations during the contract term."

5. The following paragraph will be added as Section 13.1 of the Agreement:

"13.1 Limitation on Liability. In no event shall either party be liable under this Agreement for consequential, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based."

6. New Exhibit A and Exhibit B, addressing prevailing wage compliance, are hereby added to the Agreement.
7. Except as specifically amended by this Amendment, all provisions of the Agreement will remain in full force and effect.

[Signatures Appear on Following Page.]

CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC.

By Melinda Rath

Name Melinda Rath

Title SVP, Sales and Customer Service

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By _____
Chairperson, Board of Directors

ATTEST:

By _____
Secretary to the Board

APPROVED AS TO FORM:

LEWIS, BRISBOIS, BISGAARD & SMITH
LLP

By _____

Exhibit A

Prevailing Wage Public Works Contractor Responsibilities

1. Application of Prevailing Wage

1.1. Wage Rates, Travel, and Subsistence.

1.1.1. Wage Rates. Pursuant to the provisions of Article 2 Chapter 1, Part 7, Division 2, of the Labor Code (section 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 of improvement 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 Department of Industrial Relations ("DIR"). These rates are listed in Exhibit B of this Agreement, on file with the District, and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the Project sites ("**Site**").

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.

1.1.2. 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.

1.1.3. Wage Rates Not Affected By Other Contracts. Contractor 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 Contractor and employee.

1.1.4. Travel And Subsistence. Contractor 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 section 1773, *et seq.*, including but not limited to Labor Code section 1773.1.

1.1.5. Change In Prevailing Wage During Bid or Construction. If the DIR issues a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, Contractor must comply with current prevailing wages at all times pursuant to determinations by the DIR and Labor Code section 1773, *et seq.* Prevailing wage determination rates are issued twice a year, in February and August and, as of the date of this agreement, the effective date of a determination is 10 days after the issue date of the

determination. So, for example, if the prevailing wage determination is issued February 22, the effective dates for implementing said new rate is March 3rd in leap years, and March 4th in non-leap years.

- 1.1.6. 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, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.
- 1.1.7. Per Diem Wages. Contractor 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 section 1773.1.
- 1.1.8. Posting of Wage Rates. Prior to commencing any work, Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Site. The required notice/poster is available on the Labor Commissioner's website.
- 1.1.9. Forfeiture and Payments. Pursuant to Labor Code section 1775, Contractor 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 Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of Contractor in meeting his or her prevailing rate of per diem wage obligations, or Contractor'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 Contractor 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 Contractor.
- 1.1.10. 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). Contractor shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. Contractor must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records 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 section 226, and conducting random in-person inspections of the work site ("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 work site, 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 Contractor. Contractor 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.

1.2. Records of Wages: Certified Payroll Submissions and Inspections.

1.2.1. Payroll Records.

- a. Pursuant to section 1776 of the Labor Code, Contractor 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.
- b. All payroll records as specified in Labor Code section 1776 of Contractor shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code section 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 section 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 Contractor on the following basis:

- i. 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.
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. 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 Division of Labor Standards Enforcement. 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 Contractor, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
 - d. Contractor 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.
 - e. 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 Division of Labor Standards Enforcement shall be marked or redacted to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor 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.

- f. Contractor 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.
- g. Contractor shall have 10 calendar days in which to comply subsequent to receipt of

a written notice requesting payroll records. In the event that Contractor fails to comply within the 10-day period, the Contractor 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 Division of Labor Standards Enforcement, these penalties shall be withheld from payments then due to Contractor.
- h. Responsibility for compliance with this Article shall rest upon Contractor.

1.2.2. Withholding of Contract Payments & Penalties.

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

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

1.3. Apprentices.

1.3.1. Apprentice Wages and Definitions. All apprentices employed by Contractor 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 section 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.

1.3.2. Apprentice Labor Pool. When Contractor employs workers in any apprenticeable craft or trade, Contractor 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 Contractor 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 Contractor, shall arrange for the dispatch of apprentices to Contractor in order to comply with this section. Contractor 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 Work site, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractor 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 job site, 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.

1.3.3. 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. Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the 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.

1.3.4. 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 Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- a. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- c. 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.
- d. 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.

1.3.5. Ratio Exemption. When exemptions are granted to an organization which represents Contractor in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors 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.

1.3.6. Apprentice Fund. If Contractor 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 Work, to which fund or funds other contractors in the area of the site of the work are contributing, Contractor shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the project in the same amount or upon the same basis and in the same manner as the other contractors do, but if the trust fund administrators are unable to accept the funds, Contractor shall pay a like amount to the California Apprenticeship Council. Contractor may add the amount of the contributions in computing its bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

- 1.3.7. Contractor Compliance. The responsibility of compliance with paragraph 1.3 and section 1777.5 of the Labor Code for all apprenticeable occupations is with Contractor.
- 1.3.8. Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under this paragraph 1.3 and Labor Code section 1111.5 are subject to Labor Code section 3081.
- 1.3.9. 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 section 3077.
- 1.3.10. Violation of Labor Code. Pursuant to Labor Code section 1777.7, in the event Contractor willfully fails to comply with the provisions of this paragraph 1.3 and Labor Code section 1777.5:
- a. The DIR shall deny to Contractor 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
 - b. If Contractor violates Section 1777.5 it shall forfeit as a civil penalty the sum of two hundred dollars (\$200) for each calendar day of noncompliance. Notwithstanding section 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.
 - c. 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 Contractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.
 - d. 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.
 - e. The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the rules and procedures of the California Apprenticeship Council.

1.4. DIR Registration.

1.4.1. Registration by Contractor and All Subcontractors 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 Contractor under the Agreement. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by Contractor. The failure of Contractor to be properly registered with DIR at all times during performance of the work is a material breach of the Agreement and subject to termination for cause. An affirmative and ongoing obligation of Contractor under the Agreement is the verification that all subcontractors of any tier are at all times during performance of the work in full and strict compliance with the DIR registration requirements. Contractor shall not permit or allow any subcontractor of any tier to perform any work without Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractor of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractor 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.

Exhibit B

Prevailing Wage Rate Tables

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

Craft: Laborer and Related Classifications #

Determination:
SC-23-102-2-2021-1

Issue Date:
August 22, 2021

Expiration date of determination:
June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

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

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday ^b	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X) ^c	Saturday Overtime Hourly Rate (1 ½ X) ^{cd}	Sunday/ Holiday Overtime Hourly Rate (2 X)
Group 1	\$37.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.03	\$80.745	\$80.745	\$99.46
Group 2	\$37.98	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$62.58	\$81.570	\$81.570	\$100.56
Group 3	\$38.53	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$63.13	\$82.395	\$82.395	\$101.66
Group 4	\$40.08	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$64.68	\$84.720	\$84.720	\$104.76
Group 5	\$40.43	\$8.10	\$10.32	\$4.87	\$0.70	\$0.61	8.0	\$65.03	\$85.245	\$85.245	\$105.46

Group 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarmen and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

Group 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks,

floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervius 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 Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)
Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders
Underground Laborer, including Caisson Bellow

Group 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
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-inch pipe and over by any method, inside and out
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-

Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

Group 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteaman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
High Scaler (including drilling of same)
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Subsurface Imaging Laborer
Traffic Lane Closure, certified

Group 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work

Recognized holidays:

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

Travel and/or subsistence payment:

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

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

a For classification within each group, see next page.

b Includes an amount per hour worked for supplemental dues

c Any hours worked over 12 hours in a single workday are double (2) time.

d Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.

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

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

Determination:

SC-23-261-2-2021-2

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

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

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$34.09	8	\$65.63	\$82.675	\$82.675	\$99.72
Group II	\$34.24	8	\$65.78	\$82.90	\$82.90	\$100.02
Group III	\$34.37	8	\$65.91	\$83.095	\$83.095	\$100.28
Group IV	\$34.56	8	\$66.10	\$83.38	\$83.38	\$100.66
Group V	\$34.59	8	\$66.13	\$83.425	\$83.425	\$100.72
Group VI	\$34.62	8	\$66.16	\$83.47	\$83.47	\$100.78
Group VII	\$34.87	8	\$66.41	\$83.845	\$83.845	\$101.28
Group VIII	\$35.12	8	\$66.66	\$84.22	\$84.22	\$101.78
Group IX	\$35.32	8	\$66.86	\$84.52	\$84.52	\$102.18
Group X	\$35.62	8	\$67.16	\$84.97	\$84.97	\$102.78
Group XI	\$36.12	8	\$67.66	\$85.72	\$85.72	\$103.78

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday ^c	\$3.15
Training	\$1.82
Other	\$0.45

Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Total Hourly Rate	Hours	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$20.30	\$50.69	8	\$60.84	\$60.84	\$70.99
2001-4000 hours	\$22.30	\$52.94	8	\$64.09	\$64.09	\$75.24
4001-6000 hours	\$24.30	\$55.19	8	\$67.34	\$67.34	\$79.49

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

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.

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

**CRAFT: #TEAMSTER (SPECIAL SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:

SC-23-261-2-2021-2

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

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

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$34.59	8	\$66.13	\$83.425	\$83.425	\$100.72
Group II	\$34.74	8	\$66.28	\$83.65	\$83.65	\$101.02
Group III	\$34.87	8	\$66.41	\$83.845	\$83.845	\$101.28
Group IV	\$35.06	8	\$66.60	\$84.13	\$84.13	\$101.66
Group V	\$35.09	8	\$66.63	\$84.175	\$84.175	\$101.72
Group VI	\$35.12	8	\$66.66	\$84.22	\$84.22	\$101.78
Group VII	\$35.37	8	\$66.91	\$84.595	\$84.595	\$102.28
Group VIII	\$35.62	8	\$67.16	\$84.97	\$84.97	\$102.78
Group IX	\$35.82	8	\$67.36	\$85.27	\$85.27	\$103.18
Group X	\$36.12	8	\$67.66	\$85.72	\$85.72	\$103.78
Group XI	\$36.62	8	\$68.16	\$86.47	\$86.47	\$104.78

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday ^c	\$3.15
Training	\$1.82
Other	\$0.45

Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$20.30	\$50.69	8	\$60.84	\$60.84	\$70.99
2001-4000 hours	\$22.30	\$52.94	8	\$64.09	\$64.09	\$75.24
4001-6000 hours	\$24.30	\$55.19	8	\$67.34	\$67.34	\$79.49

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

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.

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

**CRAFT: #TEAMSTER (SECOND SHIFT)
(APPLIES ONLY TO WORK ON THE CONSTRUCTION SITE)**

Determination:

SC-23-261-2-2021-2

Issue Date:

August 22, 2021

Expiration date of determination:

June 30, 2022* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

Localities:

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

Wages and total hourly rates (including employer payments):

Classification ^a (Journey person)	Basic Hourly Rate	Hours ^e	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group I	\$35.09	8	\$66.63	\$84.175	\$84.175	\$101.72
Group II	\$35.24	8	\$66.78	\$84.40	\$84.40	\$102.02
Group III	\$35.37	8	\$66.91	\$84.595	\$84.595	\$102.28
Group IV	\$35.56	8	\$67.10	\$84.88	\$84.88	\$102.66
Group V	\$35.59	8	\$67.13	\$84.925	\$84.925	\$102.72
Group VI	\$35.62	8	\$67.16	\$84.97	\$84.97	\$102.78
Group VII	\$35.87	8	\$67.41	\$85.345	\$85.345	\$103.28
Group VIII	\$36.12	8	\$67.66	\$85.72	\$85.72	\$103.78
Group IX	\$36.32	8	\$67.86	\$86.02	\$86.02	\$104.18
Group X	\$36.62	8	\$68.16	\$86.47	\$86.47	\$104.78
Group XI	\$37.12	8	\$68.66	\$87.22	\$87.22	\$105.78

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday ^c	\$3.15
Training	\$1.82
Other	\$0.45

Wages and total hourly rates (including employer payments):

Classification ^d (Subjourneyman)	Basic Hourly Rate	Hours ^e	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^b (1½x)	Sunday/Holiday Overtime Hourly Rate (2 x)
0-2000 hours	\$20.30	\$50.69	8	\$60.84	\$60.84	\$70.99
2001-4000 hours	\$22.30	\$52.94	8	\$64.09	\$64.09	\$75.24
4001-6000 hours	\$24.30	\$55.19	8	\$67.34	\$67.34	\$79.49

Over 6000 hours and thereafter at journeyman rates.

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$20.12
Pension	\$6.00
Vacation and Holiday ^c	\$2.00 (\$2.25 for 2001-4000 hours; \$2.50 for 4001-6000 hours)
Training	\$1.82
Other	\$0.45

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:

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Classifications:

Group I Warehouseman and Teamster	Side Dump Trucks Flow Boy Dump Trucks
Group II Driver of Vehicle or Combination of Vehicles - 2 axles Traffic Control Pilot Car, excluding moving heavy equipment permit load Truck Mounted Power Broom	Group VII A Frame, Swedish Crane or Similar Forklift Driver Ross Carrier Driver
Group III Driver of Vehicle or Combination of Vehicles - 3 axles Bootman Cement Mason Distribution Truck Fuel Truck Driver Water Truck - 2 axles Dump Truck of less than 16 yards water level Erosion Control Driver	Group VIII Dump Truck of 25 yds to 49 yards water level Truck Repairman Water Pull Single Engine Welder
Group IV Driver of Transit Mix Truck-Under 3 yds Dumpcrete Truck Less than 6½ yards water level Truck Repairman Helper	Group IX Truck Repairman Welder Low Bed Driver, 9 axles or over
Group V Water Truck 3 or more axles Warehouseman Clerk Slurry Truck Driver	Group X Working Truck Driver Truck Greaser and Tireman - \$0.50 additional for Tireman Pipeline and Utility Working Truck Driver, including Winch Truck and Plastic Fusion, limited to Pipeline and Utility Work Dump Truck and Articulating - 50 yards or more water level Water Pull Single Engine with attachment
Group VI Driver of Transit Mix Truck - 3 yds or more Dumpcrete Truck 6½ yds water level and over Driver of Vehicle or Combination of Vehicles - 4 or more axles Driver of Oil Spreader Truck Dump Truck 16 yds to 25 yds water level	Group XI Water Pull Twin Engine Water Pull Twin Engine with attachments Winch Truck Driver - \$0.25 additional when operating a Winch or similar special attachment

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

^a For classifications within each group, see Page 7.

^b Rate applies to the first 4 daily overtime hours on weekdays and the first 12 hours on Saturday. All other overtime is paid at the Sunday/Holiday double-time rate.

^c Includes an amount for Supplemental Dues.

^d Subjourneyman may be employed at a ratio of one subjourneyman for every five journeyman.

^e The third shift shall work 6.5 hours, exclusive of meal period, for which 8-hours straight time shall be paid at the non-shift rate, Monday through Friday.