

COMPRESSED NATURAL GAS VEHICLE FUELING STATION DESIGN, BUILD, OPERATION, MAINTENANCE AND CNG SALES AGREEMENT

This Compressed Natural Gas Vehicle Fueling Station Design, Build, Operation, Maintenance and CNG Sales Agreement (the "Agreement") is made and entered into as of _____, 2021 (the "Effective Date") by and between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, a county sanitation district organized and operating pursuant to the County Sanitation Act, California Health and Safety Code Section 4700, et. seg, DIR Agency ID 100010096 (the "District"), and CLEAN ENERGY, a California corporation, DIR Registration Number 1000019152 ("CE"). The District and CE are sometimes referred to in this Agreement individually as a "Party" or jointly as the "Parties". The DIR Registration Number for this project is _____.

In consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

ARTICLE 1 **SCOPE OF AGREEMENT AND DEFINITIONS**

1.1. **Intent.** This Agreement expresses the terms and conditions pursuant to which the District authorizes CE to design, build, operate, and maintain a compressed natural gas fueling station on property owned by the District located at 23924 South Figueroa Street, Carson, CA 90745 for District's use and for use by third-parties.

1.2. **Agreement.** The following exhibits ("Exhibits") are incorporated into this Agreement.

"Exhibit A" - The District's *Request for Proposal (RFP No. 03941) to Design-Build-Operate a Compressed Natural Gas Fueling Station at the Joint Water Pollution Control Plant* ("RFP"), dated February 11, 2021.

"Exhibit B" - The District's Addendum No. One, dated March 12, 2021.

"Exhibit C" - The District's Addendum No. Two, dated March 22, 2021.

"Exhibit D" - CE's Proposal dated April 8, 2021.

"Exhibit E" - CE's Response to Clarification Questions, received May 12, 2021.

"Exhibit F" - CE's List of Proposed Subcontractors, received May 13, 2021.

"Exhibit G" - CE's Revised Offer for District Fuel Pricing, received May 19, 2021.

"Exhibit H" - CE's Options Pricing, dated May 24, 2021.

"Exhibit I" - CE's Revised Contingency Items Pricing, dated October 12, 2021.

In the event of any conflict or discrepancy between this Agreement (including attachments) and any of these Exhibits or the Standard Specifications (as defined below), or between the Exhibits themselves, the Agreement (including its attachments) takes precedence over the Exhibits and Standard Specifications;

Exhibits B and C take precedence over Exhibit A; Exhibits D, E, F, G, and H take precedence over Exhibits A, B, and C where exceptions and clarifications apply, otherwise Exhibit A, B, and C take precedence; and Exhibits E, F, G, H, and I take precedence over Exhibit D, unless otherwise noted in this Agreement.

1.3. Definitions. As used in this Agreement, the following terms and expressions shall have the indicated meanings:

“Biogas” or “RNG” means renewable natural gas derived from the decomposition of organic matter.

“Buyer’s Gas Quantity” means the total amount of natural gas supplied to the Station based on invoices CE receives from the applicable natural gas utility for the applicable month.

“CARB” means California Air Resources Board or successor agency.

“Carbon Intensity” or “CI” means the Lifecycle Greenhouse Gas Emissions per unit energy of a fuel, expressed in grams of carbon dioxide equivalent per megajoule (gCO₂e/MJ).

“CCR” means California Code of Regulations.

“CE” means Clean Energy acting by and through its employees, officers, subcontractors, and authorized agents.

“CFR” means Code of Federal Regulations.

“Commercial Operation” means operating the Station for retail sales, including partial operation, using any of the CNG Processing and Dispensing Equipment installed pursuant to this Agreement. Clean Energy shall provide written notice to the District (email to suffice) once Commercial Operation has occurred.

“COD” means Commercial Operation Date, the first day of full retail operation, defined as successful commissioning and operation of the two new compressors and four dual-hose dispensers (two new dispensers and two existing dispensers).

“Construction Deadline” means 340 Contract Days after the receipt of NTP by CE as defined in Article 2.1 of this Agreement.

“Contract Day” means a working day counting towards design-build completion.

“CNG” means compressed natural gas for vehicle use.

“CNG Vehicle(s)” means motor vehicles powered by internal combustion engines using CNG as a primary fuel.

“CNG Processing and Dispensing Equipment” means the Station equipment described by Article 9.6 of this Agreement.

“DIR” means the California Department of Industrial Relations.

“EPA” means the United States Environmental Protection Agency.

“EPA Renewable Fuels Standard” or “EPA RFS” or “RFS” means the renewable energy program and policies established by the Environmental Protection Agency and published on March 26, 2010 (at 75 Fed. Reg. 14670) and which became effective on July 1, 2010.

“Final Completion” is a milestone where CE has achieved COD and completed the work described in Article 6.3 of this Agreement.

“GGE” or “Gasoline Gallon Equivalent” means 5.66 pounds of CNG or such other number or units of measure as may now or in the future be prescribed by the federal government of the United States.

“Greenhouse Gas” means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric ton of carbon dioxide equivalent.

“Incremental LCFS Credits” means the LCFS Credits generated from Biogas sold from the Station as a CNG Vehicle fuel minus the LCFS Credits that would have been generated if the same amount of fuel dispensed was conventional natural gas from fossil sources.

“JWPCP” means the District’s Joint Water Pollution Control Plant located in Carson, California.

“Lifecycle Greenhouse Gas Emissions” means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS or CARB, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all Greenhouse Gases are adjusted to account for their relative global warming potential.

“Low Carbon Fuel Standard Credits” or “LCFS Credits” shall mean credits generated and traded under the CARB Low Carbon Fuel Standard, with each credit equal to one metric ton of CO₂ reductions as compared to the baseline CO₂ emissions under the Low Carbon Fuel Standard.

“LCFS Credits Resale Price” shall be calculated by reference to the volume weighted average price of all LCFS Credits of the same annual and quarterly vintage realized by CE within the same calendar quarter.

“NTP” means Notice to Proceed. See Article 2.1 of this Agreement.

“Old Station” means the CNG fueling station which exists on the Premises as of the date of this Agreement. Upon COD of the Station, all references to “Old Station” in this Agreement shall be deemed deleted and of no further force or effect. See Article 2.1 of this Agreement.

“Premises” means that portion of the real property, measuring approximately 48,000 square feet, owned by the District and located at 23924 South Figueroa Street, Carson, CA 90745 upon which the Station will be constructed and operated as described by this Agreement and its Exhibits.

“Prior Agreement” means the Compressed Natural Gas Vehicle Fueling Station and CNG Sales Agreement by and between the District and CE dated August 27, 2008 (District Contract C#4419) and amended on July 9, 2014, March 14, 2018, August 26, 2020, and April 14, 2021.

“Renewable Identification Number” or “RIN” is a number generated to represent a volume of renewable fuel as set forth in Regulation of Fuels and Fuel Additives: Changes to Renewable Fuel Standard Program, 75 Fed. Reg. 16484 (March 26, 2010) (codified in 40 CFR § 80.1425 (2011); 40 CFR § 80.1426 (2012)).

“RIN Resale Price” shall be calculated by reference to the volume weighted average price of all RINs which is realized by CE that were generated within the same calendar month.

“RNG” means renewable natural gas, see Biogas.

“SCAQMD” means South Coast Air Quality Management District.

“Station” means the facility for refueling CNG Vehicles designed, constructed, operated, and maintained by CE located on the Premises as described by this Agreement and its Exhibits. The Station includes the Old Station island, canopy, two dispensers, one 3-pack storage vessel, and appurtenances as integrated into the new works.

“Substantial Completion” means the stage in the progress of construction of the Station where the Station is ready for commissioning.

“Standard Specifications” or “Greenbook” means the *Standard Specifications for Public Works Construction, 2018 Edition*, complete with District’s *Amendments to Standard Specifications for Public Works Construction, 2018 Edition*.

“Therm” means 100,000 British Thermal Units.

“Third-Party Users” means CNG Vehicles owned and/or operated by entities other than the District.

ARTICLE 2

RESPONSIBILITIES OF CE

2.1 Station. CE shall design, construct, operate, and maintain the Station on the Premises, including all scope of work described by this Agreement and attached Exhibits, and shall be responsible for obtaining all permits relating to the design, construction, operation, and maintenance of the Station except for (a) CEQA approval which have been completed by the District as specified in Exhibit A, and (b) the application and annual fees associated with the construction SWPPP as specified in Exhibit A. The Station shall be located on the Premises as shown in Attachment 1.

Old Station and Prior Agreement: During Station design-build, CE shall provide maintenance and operation services for the Old Station and minimize interruptions to retail operation. The Station shall be constructed with specific Old Station equipment integrated (see Sections 6.2 and 6.5 of Exhibit A and the definition for Station in this Agreement). Upon COD, CE will have no further responsibilities to maintain, repair or

remove the Old Station's non-integrated equipment. On the Effective Date of this Agreement, the Prior Agreement shall automatically terminate and be of no further force or effect except that the District shall be responsible for remitting to CE all amounts which accrued prior to termination.

Construction Deadline: CE shall achieve COD three hundred and forty (340) Contract Days after CE's receipt of a written NTP from the District (the "Construction Deadline") in accordance with Section 3.0 of Exhibit A. Notwithstanding the foregoing, the Construction Deadline will be extended for changes and delays as provided by Article 2.1.1 of this Agreement.

Liquidated Damages ("LD"): Failure of CE to meet the Construction Deadline within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the Construction Deadline taken to achieve COD, CE must pay to the District, or have withheld from monies due to it, the sum of five hundred dollars (\$500.00). CE and the District agree that five hundred dollars (\$500.00) per day is the minimum value of the costs and actual damage caused by the failure of CE to complete the work within the allotted time. Such sum is a LD and will not be construed as a penalty and may be deducted from payments due to CE if such delay occurs. The Parties hereby agree that all LD language in the Exhibits is hereby deleted.

2.1.1 Additional Costs and Delays.

2.1.1.1 Changes in Work. In the event that the District initiates changes to the scope of work which deviate from this Agreement and its Attachments or Exhibits, such work shall be performed and compensated pursuant to Attachment L of Exhibit A and applicable provisions of the Standard Specifications, including but not limited to Sections 2-7 and 7-4. District shall pay invoices in accordance with Article 3.6 of this Agreement for all amounts due pursuant to this Article.

2.1.1.2 Changed Conditions and Delays. In the event that CE incurs costs or damages ("Additional Costs") and delays in the construction of the Station due to: (a) any Force Majeure event as defined by Article 9.5 of this Agreement; (b) any pre-existing or migratory contamination or hazardous materials on the Premises, as defined in the paragraph immediately following; (c) permitting delays or requirements related to the Station which are not standard to the CNG construction industry or required by law, codes, or this Agreement; (d) changed site conditions including, but not limited to, underground obstructions, active or abandoned lines, pipes, conduit and/or electrical wires/cables not revealed in Exhibit A attachments and exhibits or by a reasonable subsurface investigation performed by CE (see Article 2.7 of this Agreement); (e) delays by or requirements of applicable utility companies related to gas, electric, or other services which exceed the scope of this Agreement; or (f) any authority having jurisdiction requiring CE to modify the Station or Premises in any manner that deviates from this Agreement, including, without limitation, modifications related to offsite improvements and sidewalks; District will reimburse CE for all such reasonable, substantiated Additional Costs, subject to limitations and requirements of Exhibit A and Sections 2-9 and 7-4 of the Standard Specifications. For delays that are beyond its control, CE is entitled to non-compensable time extensions in accordance with Attachment F of Exhibit A and the Standard Specifications, including but not limited to Section 6-4. CE will be compensated only for substantiated Additional Costs when delays are caused by the District. The District shall pay invoices in accordance with Article 3.6 for all amounts due pursuant to this Article.

Any pre-existing or migratory contamination or hazardous materials on the Premises requiring Level D personal protection equipment ("PPE") as defined by the EPA, shall be handled in accordance with Article 2.8 of this Agreement and the contingency item pricing of Exhibit I. Any pre-existing or migratory contamination or hazardous materials on the Premises classified as anything requiring PPE above Level D, or requiring SCAQMD Rule 1166 protocols applicable to over 2,000 cubic yards of affected soil per Attachment D-3 of Exhibit A, shall be subject to Article 2.8 of this Agreement and the District shall

reimburse Clean Energy for all such reasonable, substantiated Additional Costs.

2.1.2 Completion.

2.1.2.1 *Substantial Completion.* When CE considers the Station to be Substantially Complete, CE shall prepare and submit a written notice to District which indicates that, in CE's opinion, the Station is Substantially Complete (the "Substantial Completion Notice") and CE shall commence the performance of commissioning and start-up of the Station. The day CE transmits the Substantial Completion Notice to District shall be deemed the "Substantial Completion Date." Upon District's receipt of the Substantial Completion Notice, CE and District shall work together to determine the list of Station related items which still need to be completed by CE prior to Final Completion ("Punch List Items") and such Punch List Items shall be memorialized in a writing which is agreed to by District and CE (email to suffice).

2.1.2.2 *Final Completion.* Upon CE's completion of the Punch List Items and when the Station is deemed to have reached the Final Completion Milestone as defined by Articles 6.3 of this Agreement, CE shall provide a written notice (email to suffice) to District (the "Final Completion Notice"). The day CE transmits the Final Completion Notice to District shall be deemed the "Final Completion Date". The District reserves the right to inspect the Station for completion of Punch List Items and will notify CE within seven (7) days if Final Completion is not accepted. In the absence of the District's notice within seven (7) days, Final Completion shall be deemed accepted.

2.2 CNG Service to District. CE shall procure natural gas and provide the Station or Old Station with CNG to fuel District's vehicles and will bill District at the rate described in Attachment 3. For the avoidance of doubt, CE shall be the account holder and natural gas purchaser on the natural gas meter at the Premises for the duration of this Agreement. Notwithstanding anything to the contrary herein, CE makes no representation or warranty regarding the quality, specification, or content of natural gas dispensed from the Station.

2.3 CNG Service to Third-Party Users (Station Pricing and Marketing). CE will set at its sole and absolute discretion the retail pricing for CNG purchased by Third-Party Users from the Station or Old Station. Consistent with Item 9 of Exhibit E, CE agrees that the Station retail pricing will be equal to or less than all other CE owned and operated stations within a 10-mile radius of the Premises during the Term. CE will also promote the Station to Third-Party Users to increase sales volume in accordance with the Marketing and Promotion Plan in Part 3, Section 2c of Exhibit D and Item 1 of Exhibit E. This shall include but not be limited to: (a) conducting outreach on various media platforms to publicize the Station; and (b) develop specific pricing incentives, which may include, without limitation, offering discounts to the retail rate for certain high volume Third-Party Users, to incentivize customers to fuel at the Station.

2.4 Maintenance. CE shall maintain the Station in accordance with the requirements of this Agreement, including but not limited to Section 6.2.2 of Exhibit A and Part 3, Section 2a of Exhibit D. Maintenance of the Old Station will be limited by Article 2.1 of this Agreement.

2.5 Training. CE shall provide training as required by Section 6.2.1.35 of Exhibit A and as described in Part 3, Section 2a of Exhibit D.

2.6 Compliance with Law. In performing the obligations under this Agreement, CE shall comply in all material respects with all applicable federal, state and local laws, regulations, ordinances, and rulings, including, but not limited to, those pertaining to health, safety, employment, payment of prevailing wage, and environmental matters.

2.7 Subsurface Due Diligence. CE shall perform any due diligence subsurface investigations

as required by Section 6.2.1.16 of Exhibit A and subject to clarifications/exceptions in Part 6 of Exhibit D. If required by applicable law or regulation, prior to digging on the Premises, CE or its subcontractor shall contact the applicable agency or utility company so it can locate and mark any underground utilities on surrounding public property. In the event that CE encounters field conditions differing materially from the RFP and any additional geotechnical investigation results, CE shall immediately notify the District in writing. Upon inspection and evaluation by the District, the work shall continue using CE's contingency items pricing in Exhibit I or as extra work pursuant to Article 2.1.1.2 of this Agreement and applicable provisions of the RFP and the Standard Specifications. As used in this paragraph, subsurface structures include, without limitation, subsurface utility lines, wires, conduit cables, and/or piping.

2.8 Hazardous Conditions. If CE discovers any underground hazards, soil contaminants, or soil conditions that either, (a) require removal, replacement, and disposal of soils or materials, (b) require remediation, or (c) deem the site unsuitable for the Station's construction, CE shall immediately cease all work in the area and notify the District. Continuation of the work shall then be subject to Section 6.2.1.15 and Attachments D-3 and K of Exhibit A, Part 6 of Exhibit D, and Exhibit I.

2.9 CE RNG Supply.

2.9.1 For each month beginning with the Effective Date and continuing for the Term of the Agreement, CE will supply an amount of Biogas to the Station or Old Station which is equal to 100% of Buyer's Gas Quantity (the "CE-Supplied RNG"). The CE-Supplied RNG is supplied to the Station via utility pipelines and metered separately from the JWPCP RNG as described in Articles 2.2 and 2.10.4 of this Agreement.

2.9.2 For RIN credit generation and calculation, CE represents and warrants that the CE-Supplied RNG meets the EPA RFS eligibility requirements as D Code 3 cellulosic biofuel as defined by 40 CFR § 80.1401 and 80.1425(g). For LCFS credit generation, CE represents and warrants that the CE-Supplied RNG will have a CI Score of 48 gCO₂e/MJ or less. Notwithstanding the foregoing, for the calculation of LCFS payments to the District pursuant to Article 2.9.5 of this Agreement, CE shall use a fixed CI Score of 48 gCO₂e/MJ for the CE-Supplied RNG.

2.9.3 District represents that all CNG it purchases from the Station and Old Station will be used as a CNG Vehicle fuel. District and CE will provide reasonable assistance to the other Party with respect to the generation of RINs and LCFS Credits, including, without limitation, by District signing periodic attestations regarding the use of the Biogas as a CNG Vehicle fuel, and providing additional documentation or other information as may be necessary in order for title of the RINs and LCFS Credits to be properly vested as described in this Agreement.

2.9.4 Pursuant to the California Code of Regulations for the Low Carbon Fuel Standard, CE will retain the LCFS regulated party status as set forth in CCR Title 17 §§ 95480-95490 as an "opt-in" regulated party under California Air Resources Board as set forth in CCR Title 17 § 95480.3 with respect to all CE-Supplied RNG.

2.9.5 Commencing on the Effective Date and ending on the day prior to Commercial Operation, CE shall pay District eight percent (8%) of the LCFS Credits Resale Price for all Incremental LCFS Credits generated from CE-Supplied RNG. Commencing with Commercial Operation, CE shall pay District sixty percent (60%) of the LCFS Credits Resale Price for all Incremental LCFS Credits generated from CE-Supplied RNG. CE shall make such payment within thirty (30) days of the date of CE's receipt of payment for such sold LCFS Credits. District acknowledges that CE and/or its affiliates will act as a principal with respect to their own LCFS Credits and/or as an agent with respect to LCFS Credits generated

and/or sold hereunder and District hereby waives any claim against CE and/or its affiliates based on any conflict of interest or alleged conflict of interest of CE and/or its affiliates with respect to the manner, price or terms of the sale of any of the LCFS Credits generated and/or sold hereunder. CE and/or its affiliates and control persons shall owe no fiduciary obligation to District with respect to the LCFS Credits generated and sold, but shall owe an obligation of good faith and fair dealing to the District in regard to the generation and sale of such credits. CE and its affiliate's sole obligation with respect to the sale of LCFS Credits generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other LCFS Credits that CE and/or its affiliates may market or sell based on the calendar quarter in which such credits are generated.

2.9.6 Commencing on the Effective Date and ending on the day prior to Commercial Operation, CE shall pay District five percent (5%) of the RINs Resale Price for all RINs generated by CE-Supplied RNG. Commencing with Commercial Operation, CE shall pay District six percent (6%) of the RIN Resale Price for all RINs generated by CE-Supplied RNG. CE shall make such payments within thirty (30) days of the date of CE's receipt of payment for such sold RINs. District acknowledges that CE and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and District hereby waives any claim against CE and/or its affiliates based on any conflict of interest or alleged conflict of interest of CE and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. CE and/or its affiliates and control persons shall owe no fiduciary obligation to District with respect to the RINs generated and sold, but shall owe an obligation of good faith and fair dealing to District in regard to the generation and sale of such RINs. CE and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that CE and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

2.9.7 District is not entitled to any payment for LCFS Credits, RINs or other environmental attributes or credits that may be attributed to or generated from natural gas sold from the Station on the Premises other than as stated in in Articles 2.9, 2.10, and 7.4.

2.9.8 In the event CARB amends its regulations for the creation and sale of LCFS Credits or the EPA amends its regulations for the creation and sale of RINs, the Parties shall work together and attempt to amend Articles 2.9 and 2.10 of this Agreement to maintain the economic arrangement set forth herein.

2.9.9 In addition to all other remedies under the Agreement, if Biogas sold by CE and purchased by District is not used as CNG Vehicle fuel or the attestations to be provided by District to CE are not timely provided which hinders CE's or its affiliates ability to generate LCFS Credits and/or RINs for such provided Biogas, CE will be entitled to a refund of any payment made to District under this Article 2.9 for that volume of Biogas. This obligation shall survive the termination or expiration of this Agreement.

2.10 JWPCP RNG.

2.10.1 The Parties acknowledge and agree that the District operates a Biogas Conditioning System ("BCS") at the JWPCP which produces CNG that is vehicle grade or better, as defined below (the "JWPCP RNG"). The District will deliver JWPCP RNG to the Station which will generate LCFS Credits and D code 3 or D code 5 RINs upon approval from CARB and EPA, respectively.

2.10.2 The District represents and warrants that only JWPCP RNG which meets CARB's standard for CNG (CCR Title 13 § 2292.5, the "CARB Specifications") will be delivered to the Station or Old Station. In the event JWPCP RNG is provided to the Station or Old Station which does not meet the CARB Specifications, the District shall be responsible for both (a) reimbursing CE and its affiliates for all costs, expenses, and/or damages incurred based on the JWPCP RNG provided to the Station or Old Station which did not meet the CARB Specifications, and (b) defending (i.e.; the District assuming the defense of), indemnifying and holding CE and its affiliates harmless and free from any and all verified (as further described below) claims, suits, damages, liabilities, and/or losses which are related to JWPCP RNG provided to the Station or Old Station which did not meet the CARB Specifications. Notwithstanding anything to the contrary in this Agreement, CE may recover from District all costs, expenses, losses and/or damages that CE or its affiliate(s) incur even if such costs expenses, losses and/or damages are not permitted pursuant to the terms of this Agreement. CE will reasonably investigate all claims which arise pursuant to this paragraph in order to verify that any claimed costs, expenses, losses and/or damages were caused by the JWPCP RNG provided to the Station or Old Station not meeting the CARB specifications.

2.10.3 For RIN credit generation and calculation, the District represents and warrants that the JWPCP RNG supplied to the Station or Old Station meets the EPA RFS eligibility requirements as D Code 3 cellulosic biofuel and/or D Code 5 advanced biofuel as defined by 40 CFR § 80.1401 and 80.1425(g). For LCFS credit generation and calculation, the District represents and warrants that the JWPCP RNG supplied to the Station or Old Station will have an approximate CI Score of 20 gCO₂e/MJ per Exhibit B of this Agreement.

2.10.4 The Parties also acknowledge and agree that the District shall operate a separate gas meter installed at the BCS which will measure the amount of JWPCP RNG delivered to the Station or Old Station (the "BCS Meter") and such meter is separate from the utility installed natural gas meter(s) which serves the Station/Old Station and is in CE's or its affiliate's name. On a monthly basis, and as otherwise requested by CE, the District shall provide CE with data, based on the information from the BCS Meter, which indicates the amount of JWPCP RNG delivered to the Station or Old Station.

On or before the 15th day of each month, or as otherwise requested by the District, CE shall provide District with (a) fuel transaction history in GGE, excluding customer names, (b) total volume dispensed in MMBtu, and (c) natural gas invoice, from the previous month. On or before the 20th day of the last month of each calendar quarter, CE shall provide District with the Station or Old Station total throughput and BCS Meter volume reconciliation for the previous calendar quarter.

2.10.5 Commencing on the Effective Date and ending on the day prior to Commercial Operation, for all JWPCP RNG delivered to the Station or Old Station and dispensed from the Station or Old Station, the District shall be deemed to sell CE such JWPCP RNG immediately prior to the natural gas entering the dispenser at the Station or Old Station and CE shall remit to the District \$0.4375 per GGE for such purchased JWPCP RNG. Commencing with Commercial Operation, for all JWPCP RNG delivered to the Station or Old Station and dispensed from the Station or Old Station, the District shall be deemed to sell CE such JWPCP RNG immediately prior to the natural gas entering the dispenser at the Station or Old Station and CE shall remit to the District per MMBtu purchased, an amount which is equal to the first of the month index for SoCal Citygate as published in the Natural Gas Intelligence (NGI) Bidweek Survey Publication for the applicable month.

2.10.6 The Parties acknowledge and agree that for all JWPCP RNG dispensed from the

Station or Old Station, CE takes title to such JWPCP RNG immediately prior to the natural gas entering the dispenser at the Station or Old Station, and for such purchased JWPCP RNG, Clean Energy will be considered the Alternative Fueller as defined in Proposed Treasury Regulation Section 48.6426-1 and the District shall execute all forms and/or elections which are necessary to carry out the terms of this Section. CE represents that all JWPCP RNG received at the Station or Old Station is being dispensed as a CNG Vehicle fuel. District and CE will provide reasonable assistance to the other Party with respect to the generation of RINs and LCFS Credits, including, without limitation, by signing periodic attestations regarding the use of the Biogas as a CNG Vehicle fuel, and providing additional documentation or other information as may be necessary in order for title of the RINs and LCFS Credits to be properly vested as described in this Agreement.

2.10.7 The District shall be responsible for, and will, generate LCFS Credits and D code 3 or D code 5 RINs for all JWPCP RNG dispensed from the Station or Old Station. As soon as reasonably possible after generation, the District shall transfer all such LCFS Credits and D code 3 or D code 5 RINs generated to CE and CE shall sell such transferred credits. Commencing on the Effective Date and expiring on the day prior to Commercial Operation, within thirty (30) days of CE's receipt of payment for sold LCFS Credits which were generated from JWPCP RNG, CE shall remit to District eighty-nine percent (89%) of the LCFS Credits Resale Price for such LCFS Credits. Commencing with Commercial Operation, and within thirty (30) days of CE's receipt of payment for sold LCFS Credits which were generated from JWPCP RNG, CE shall remit to the District eighty percent (80%) of the LCFS Credits Resale Price for such LCFS Credits. Commencing on the Effective Date, within thirty (30) days of CE's receipt of payment for any D code 3 RINs which were generated from JWPCP RNG, CE shall remit to the District 100% of the RIN Resale Price minus 12.5% of the D code 3 RIN value for the total number of RINs sold. Commencing on the Effective Date, within thirty (30) days of CE's receipt of payment for any D code 5 RINs which were generated from JWPCP RNG, CE shall remit to the District 100% of the RIN Resale Price minus the lesser of either (i) 12.5% of the equivalent D code 3 RIN value for the total number of RIN sold, or (ii) 100% of the equivalent number of D code 5 RIN value. The D code 3 and D code 5 RIN prices shall be the posted respective OPIS Index price during the applicable month.

The District represents and warrants with respect to the JWPCP RNG delivered to the Station or Old Station that upon approval from CARB and EPA:

- (i) All JWPCP RNG delivered to the Station or Old Station is capable of generating LCFS Credits;
- (ii) All JWPCP RNG delivered to the Station or Old Station is capable of generating D code 3 and/or D code 5 RINs;
- (iii) All JWPCP RNG is Biogas that has been produced by a facility properly registered under the EPA RFS as a renewable fuel producer;
- (iv) All JWPCP RNG is Biogas with an approved pathway for LCFS Credit generation;
- (v) the District is not aware of any reason that would cause the LCFS Credits or D code 3 or D code 5 RINs generated by the JWPCP RNG to not comply with the LCFS or EPA RFS; and

(vi) the District shall maintain, and provide to CE when requested, records relevant to the production, transportation and distribution of the JWPCP RNG to the Station or Old Station for use as a vehicle fuel as it applies to the creation and sale of LCFS Credits in accordance with CARB.

2.10.8 In the event: (1) any JWPCP RNG delivered to the Station or Old Station and dispensed as a vehicle fuel is determined to be disqualified Biogas which invalidates D code 3 or D code 5 RINs or LCFS Credits previously transferred to CE ("Invalid Disqualified Credits"); or (2) any D code 3 or D code 5 RINs or LCFS Credits generated by JWPCP RNG which were previously transferred to CE (collectively "District Credits") become invalid and such invalidity did not occur based on an affirmative action of CE or its affiliates (such invalid District Credits referred to as "Invalid District Credits" and collectively with Invalid Disqualified Credits referred to as "Invalid Credits"); then, at CE's sole discretion, the following remedies shall be available to CE for such Invalid Credits:

(i) All amounts remitted to District related to the Invalid Credits shall be immediately due to CE from District;

(ii) Any costs, fees, expenses and/or damages CE or its affiliates incurs based on such Invalid Credits which were not recovered by CE or its affiliates through subsection (A) above shall be due to CE from District; and/or

(iii) District shall defend, indemnify and hold CE and its affiliates harmless from and against any and all claims, suits, or liabilities that arise from or are related to such Invalid Credits.

Each remedy described above is not exclusive and is in addition to all other remedies described above and in the Agreement. For the avoidance of any doubt, and notwithstanding anything to the contrary in the Agreement, CE may recover from District all costs, expenses and/or damages CE and its affiliate(s) incur even if such costs, expenses and/or damages are not permitted pursuant to other terms of the Agreement.

2.11 Utilities

CE is responsible for utility service charges at the Station and Old Station throughout the Term in accordance with Sections 6.2.1.29, 6.2.2.13, 6.2.2.14, and 6.3.8 of Exhibit A and Items 7 and 8 of Exhibit E except that water supply services shall be the District's responsibility. CE's responsibility includes: (a) natural gas bill; (b) electricity bill; (c) internet/communication connection and service charges; and (d) refuse collection and disposal. See Article 3.4 of this Agreement.

2.12 Property Taxes

CE is responsible for the payment of ad valorem or possessory interest taxes related to the Station or Old Station. For reference see California Revenue and Tax Code Section 107.6.

2.13 Prevailing Wage

CE is responsible for prevailing wage compliance and registration by CE and all subcontractors of any tier pursuant to Section 11.6 of Exhibit A and applicable requirements in this Agreement. This project constitutes a "public work" within the meaning of California Labor Code Section 1720 and is subject to California prevailing wage laws. CE agrees to be subject to and comply with all applicable federal, state,

and municipal laws, codes, ordinances and regulations governing the work on this project, including but not limited to those created and enforced by the California Department of Industrial Relations (“DIR”). Strict compliance with all DIR registration requirements in accordance with Labor Code Sections 1725.5 and 1771.1 is a material obligation of CE under this Agreement. CE 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 DIR requirements. See Attachment 4 of this Agreement for more details.

ARTICLE 3

DISTRICT’S RESPONSIBILITIES

3.1 Maintenance of Premises. District shall maintain the Premises and the real property in the vicinity of the Station and Old Station in a clean, safe, and commercially reasonable condition suitable for CNG vehicle refueling use, including the ingress to, and egress from, the Station and Old Station.

3.2 Storage and Protection of CE Property. District shall provide space for equipment delivery and laydown during construction. District is not responsible for the off-loading, handling, security, and protection of CE’s property stored at the Premises throughout the Term of the Agreement and will not be responsible for any of CE’s property which is lost or stolen. However, notwithstanding the foregoing or anything to the contrary, any maintenance or repair costs incurred due to damage, abuse or neglect by District’s personnel or its contractors shall be billed to District at CE’s then-existing rates.

3.3 Refueling Vehicles. District employees shall refuel its CNG Vehicles. District will provide appropriate training and supervision for employees, including, but not limited to, scheduling attendance at all appropriate training sessions provided by CE.

3.4 Utilities. District will work cooperatively with CE in applying for new utility services, including natural gas, electric and phone/data lines using information and application materials prepared by CE. CE will provide District with electrical service requirements no later than 30 working days after receiving the NTP. Similarly, CE shall provide design specifications for the Station’s high-speed internet connection at least six (6) months prior to the required installation date. District shall be responsible for any installation costs and/or fees associated with bringing electricity and natural gas to their respective meter or connection points, with the locations to be determined during design submittals and utility applications, notwithstanding anything to the contrary. Specifically, the District is responsible for costs upstream of the interconnections associated with gas meter and electrical transformer upgrades that are not specified by Sections 6.2.1.13, 6.2.1.25, 6.2.1.26, and 6.3.8 of Exhibit A and clarified by Part 6 of Exhibit D as CE’s scope, and which are not paid for by the applicable utility. If the Station or Old Station needs sewer service, the District will be responsible for applicable fees after connections are installed by CE, notwithstanding anything to the contrary. The District will be responsible for water service if needed.

3.5 Compliance with Law. In performing its obligations under this Agreement, District shall comply in all material respects with all applicable federal, state, and local laws, regulations, ordinances, and rulings, including, but not limited to, those pertaining to health, safety, employment, and environmental matters.

3.6 Payment of CE Billings. For payments due to CE which are not related to the construction of the Station, District shall pay each invoice submitted by CE within thirty (30) days following receipt of the invoice by District. For purposes of this section, receipt shall be defined as three (3) days after the invoice is sent by CE to the District. Any payments not made when due shall accrue interest on the unpaid amount at a rate of 10% per annum (as set forth in Section 685.010(a) of the California Code of Civil Procedure), calculated from the date payment is due to and including the date payment is received by CE. For construction payments due to CE, the District shall pay each invoice submitted by CE within thirty (30)

days following receipt of the invoice by District, subject to requirements of the Standard Specifications.

3.7 District's Costs. Except as specified in this Article, or as may be separately agreed to in writing by District and CE, District shall not charge CE for the materials or labor utilized in providing the services provided in this Article. District shall be responsible for all taxes (including any real property taxes and assessments, but excluding taxes imposed on possessory interest per Article 2.12) relating to the Premises and/or the Station or Old Station.

ARTICLE 4 **LICENSE TO USE PREMISES**

4.1 Permitted Use. To enable CE to fulfill its obligations set forth herein, District hereby licenses and permits CE to use the Premises and grants the right of ingress to and egress from the Premises to CE, CE's employees, agents, servants, customers, vendors, suppliers, patrons, and invitees for the purposes contemplated hereby in accordance with the terms and conditions of this Agreement. District shall not, and shall not permit others to, levy any rent, charge, lien, or encumbrance not expressly provided for in this Agreement against CE for the use of the Premises, the Old Station or the Station. Notwithstanding the above, District retains the right to use or develop a portion of the Premises for other alternative transportation infrastructure, including but not limited to hydrogen fueling, electric charging, or access to such or other infrastructure. Such uses will be planned in collaboration with CE and will not materially interfere with the construction and operation of the Station.

4.2 Clear Title. District represents that it is the owner of the Premises and has full authority to enter into this Agreement. So long as District is not in breach of any term of this Agreement and has timely paid all of CE's invoices, then CE shall make timely payment to all contractors performing work on behalf of CE and shall, at its expense, cause any lien filed by any contractor performing work on behalf of CE to be canceled or discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise within thirty (30) days after CE receives actual notice of the filing of such lien, charge, or order for the payment of money.

4.3 License Fee. In exchange for the benefits provided to the District under this Agreement, the District licenses use of the Premises to CE at no cost.

ARTICLE 5 **TERM AND TERMINATION**

5.1 Term. The initial duration of this Agreement shall commence on the Effective Date of this Agreement and end on the ten (10) year anniversary of the Board Acceptance Date (notice of which shall be provided by District to CE in writing). After the initial duration, this Agreement shall automatically renew under the same terms and conditions for two (2) consecutive five (5) year terms unless CE or District gives notice of cancellation to the other party at least six (6) months prior to such renewal date. The initial duration and any renewable duration shall collectively be referred to as the "Term".

5.2 Termination. Notwithstanding the above, upon a material breach of this Agreement, the non-breaching Party shall have the right to terminate this Agreement, for cause, upon fifteen (15) calendar days written notice and opportunity to cure to the other Party, provided, however, that where it is not commercially reasonable to fully effect a cure within the fifteen (15) day period set forth above, the Party in breach shall not be deemed to be in default of the Agreement and subject to termination for cause where

it commences implementation of the cure within such fifteen (15) day period and thereafter proceeds diligently to cure the breach.

ARTICLE 6
PURCHASE PRICE AND PAYMENT SCHEDULE

6.1 Station Purchase and Payment. CE shall build the Station as described in this Agreement (and attachment and exhibits). As compensation for such work, District shall pay CE the total amount of **THREE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS** (\$3,575,421.00) plus applicable federal, state, and local taxes, including without limitation sales and use taxes which are imposed on CE or its affiliates or subcontractors related to the construction (the “Station Construction Contract Sum”).

6.2 Taxes. Sales and use taxes are not included in the Station Construction Contract Sum. The District is involved in the California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA”) Sales and Tax Exclusion (“STE”) program. Pursuant to Section 11.14.1 of Exhibit A, CE and its subcontractors and suppliers shall not pay sales and use tax when purchasing qualifying property. The District will not pay any sales and use taxes for materials and equipment. However, if the exemption certificate is not provided or the District’s qualification in the STE program expires, the District shall be responsible for additional sales taxes incurred by CE or its subcontractors.

6.3 Progress Payments, Retention. Payment terms for the Station Construction Contract Sum shall be in accordance with this Agreement. A five percent (5%) retention will be withheld from all progress payments until thirty-five (35) working days after the final acceptance of the Station by the District’s Board of Directors in accordance with the Standard Specifications and Section 11.4 of Exhibit A. No progress payment made to CE will constitute a waiver of the LDs specified in Article 2.1 above.

Milestone Payment Number	Description	% of Station Construction Contract Sum
1	Agreement Execution	5%
2	Issuance of NTP by District to CE	15%
3	Completion of 100% Design and Receipt of Permits	30%
4	Delivery of CNG Equipment	20%
5	COD Full Retail Operation	20%
6	Final Completion	10%

Progress payments will be made for each milestone shown above. Milestone 2, “Issuance of NTP by District to CE,” shall take place within five (5) working days after District’s acceptance of required documents in accordance with Sections 3.0, 6.2.1.10, 6.3.6, and Attachment D-1 of Exhibit A. Milestone 3, “Completion of 100% Design and Receipt of Permits,” shall include District’s acceptance of 100% design submittals and CE receipt of all permits required for construction. Milestone 4, “Delivery of CNG Equipment,” shall consist of satisfactory delivery to the Premises of all major equipment listed in Attachment 2. Milestone 5, “COD Full Retail Operation,” shall mean successful commissioning and operation of the two new compressors and four dual-hose dispensers (two new dispensers and two existing dispensers). Milestone 6, “Final Completion,” shall include completion of Punch List Items, training, and satisfactory submittal of O&M manuals, as-built drawings, and test reports as required by Exhibit A, including but not limited to Attachment D-1.

ARTICLE 7
PURCHASE OF CNG

7.1 Pricing for District Vehicles. CE shall provide District with CNG from the Station or Old Station at a price per GGE as described in Attachment 3 of this Agreement.

7.2 Use of Station by Non-District Vehicles. CE will set retail pricing and use commercially reasonable efforts to market the Station to Third-Party Users. See Article 2.3 of this Agreement.

7.3 Royalty. Commencing on the Effective Date, CE shall pay District a royalty payment in the amount of \$0.75 per GGE of CNG sold to Third-Party Users at the Station or Old Station. Royalty payments shall be made by CE within thirty (30) days following the end of each quarter. However, commencing on the COD, for each Royalty Year in which the royalty amounts paid to District pursuant to this Article are less than \$150,000 total, CE shall remit to District an amount equal to \$150,000 minus the royalty amounts paid to District during the applicable Royalty Year. "Royalty Year" shall mean each 12-month period during the Term beginning on the COD. For any partial Royalty Year, the \$150,000 minimum royalty shall be prorated accordingly.

7.4 Alternative Fuel Tax Credit. Subject to the availability of the alternative fuel credit allowable under the Internal Revenue Code Section 6426 and 6427 ("AFTC", also known as Volumetric Excise Tax Credit or VETC), and only to the extent CE is allowed to claim AFTC for CNG fuel dispensed from the Station or Old Station, CE, as the owner of the natural gas as it is dispensed into the fuel supply tank of the motor vehicle fueling at the Station or Old Station, shall file for AFTC for CNG dispensed from the Station or Old Station and CE will be considered the Alternative Fueler as defined in Proposed Treasury Regulation Section 48.6426-1 for all CNG dispensed from the Station and Old Station during the Term of the Agreement and District shall execute all forms and/or elections which are necessary to carry out the terms of this Article.

CE has the responsibility to collect and remit Federal fuel and state fuel taxes for CNG dispensed from the Station and Old Station. Within sixty (60) days of CE's receipt of any AFTC proceeds pursuant to this Article, Clean Energy shall remit to District: (a) 100% of such AFTC proceeds received which are attributable to CNG fuel purchased by District from the Station or Old Station; and (b) 50% of such AFTC proceeds received which are attributable to CNG fuel purchased by Third-Party Users from the Station or Old Station. If for any reason any AFTC is disallowed, District shall hold CE harmless and repay to CE any AFTC that is disallowed that was paid by CE to District.

ARTICLE 8
EXCISE, SALES, AND USE TAXES

8.1 Taxes on Fuel. CE is currently required, or may be required in the future, to collect and remit certain federal, state, and local taxes, including fuel use taxes, fees, and assessments on CNG sold at the Station and Old Station, subject to certain exemptions. District shall be responsible for all such applicable excise, sales, and use taxes, and all fees and assessments related to its purchases of CNG under this Agreement, as detailed in Attachment 3. If District qualifies for an exemption from one or all of these taxes, District shall furnish to CE appropriate certification authorizing non-payment of the applicable tax or taxes. If District fails to maintain its exemption status, or for any other reason District's exemption becomes invalid without notifying CE thereof, District shall indemnify CE for all taxes, penalties, and interest on any non-payments and underpayments of taxes. CE shall be responsible for all such applicable

excise, sales and use taxes, and all fees and assessments related to fuel sold to Third-Party Users during the Term.

8.2 Taxes on Equipment and Materials: CE shall follow the CAEATFA sales and use tax exclusion requirements in Article 6.2 of this Agreement.

ARTICLE 9
INDEMNIFICATION, LIMITATION OF LIABILITY, DISPUTE RESOLUTION, FORCE
MAJEURE AND WARRANTY

9.1 District Indemnity. Except to the extent that liabilities arise from CE's or its employees, agents, contractors, or subcontractors' negligence or willful misconduct, District agrees to indemnify, defend, and protect CE and its officers, directors, agents, and employees from and against and hold CE and its officers, directors, agents, and employees harmless and free from any and all liability, loss, cost, expense, or obligation, including, without limitation, reasonable attorneys' fees, court costs, and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to: (a) the use of the Station or Old Station by District; (b) negligence or willful misconduct by District or its employees or contractors; (c) pre-existing or migratory contamination on the Premises; or (d) material breach of this Agreement by District.

9.2 CE Indemnity. Except to the extent that liabilities arise from District's or its employees, agents, contractors, or subcontractors' negligence or willful misconduct, CE agrees to indemnify, defend, and protect District and its officers, directors, agents, and employees from and against and hold District and its officers, directors, agents, and employees harmless and free from any and all claims, liability, loss, cost, expense, or obligation, including without limitation reasonable attorneys' fees, court costs, and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to: (a) the construction, use, operation, or maintenance of the Station or Old Station by CE (except for any aspect of Station or Old Station operation attributable to District or its employees or agents); (b) negligence or willful misconduct by CE or its employees or agents; or (c) material breach of this Agreement by CE, including but not limited to the failure by CE to pay the proper prevailing wage rate to any employee working on a District project or otherwise under this Agreement, or to otherwise comply in all respects with California prevailing wage laws applicable to District projects, including under the *Kaanaana v. Barrett Business Services, Inc., et al.* (2021) 11 Cal. 5th 158 decision.

9.3 Limitation of Liability. Neither Party or its respective employees, agents, officers, directors, contractors, or subcontractors shall have any liability to the other Party for special, consequential, or incidental damages, except however in connection with a claim made against either Party by a third party, provided that such is within the scope of the indemnity obligation of CE or District, as applicable, under this Agreement.

9.4 Dispute Resolution Procedures. In the event a dispute arises between the Parties related to this Agreement, the following process shall be followed:

(a) Each Party will designate a senior executive ("Designated Representative") to represent it in connection with any dispute that may arise between the Parties (a "Party Dispute"). The designations shall be as described elsewhere herein. Subsequent changes in a Party's Designated Representative shall be in writing and communicated in the same manner.

(b) In the event that a Party Dispute should arise, the Designated Representatives will meet, with their attorneys, if they so agree, within twenty (20) calendar days after written request by any Party to any other Party (the "Dispute Notice") in an effort to resolve the Party Dispute.

(c) If the Designated Representatives are unable to resolve the Party Dispute within twenty (20) calendar days following their first meeting, the Parties may take any action they may deem necessary to protect their interests, subject to the requirements of the Standard Specifications, applicable provisions of California law, including Section 9204 of the Public Contract Code, and Article 12.6 of this Agreement.

9.5 Force Majeure. In the event that CE is prevented from performing its duties and obligations pursuant to this Agreement by circumstances beyond its control, including, without limitation, extreme weather, fires, floods, pandemics, quarantines, labor disputes, equipment failure that is not attributable to improper operation and maintenance or negligence of CE, the interruption of utility services, the cessation of providing necessary products or services to CE by any supplier to CE, war, acts of terrorism, or Acts of God (hereinafter referred to as "Force Majeure"), then CE shall be excused from performance hereunder during the period of such disability (the "Force Majeure Period"). If CE claims Force Majeure, CE shall notify District in writing within 15 working days after it learns of the existence of a Force Majeure condition, and will also provide District with an estimate, if one can be reasonably made, of the anticipated Force Majeure Period. CE will also promptly notify District after the Force Majeure condition has terminated. CE shall agree to use commercially reasonable efforts to correct whatever events or circumstance cause the Force Majeure event. In the event a Force Majeure event causes damage or destruction to the Old Station prior to COD, CE shall, upon the District's written request, repair any such damage and shall bill District for such work at CE's then current time and materials rates. In the event any Force Majeure condition causes damage or destruction to the Station after the District's Board acceptance, CE shall, upon District's request, repair any such damage and/or rebuild the Station and shall bill District for such work at CE's current time and materials rates. If there is found to be any source of recovery for the District's uninsurable losses, CE shall reasonably cooperate with the District's reasonable requests for information or documentation to achieve the greatest reimbursement possible. In the event any Force Majeure event causes damage or destruction to the Station prior to the District Board's acceptance, notwithstanding the language in Article 5.1, this Agreement shall automatically renew under the same terms and conditions for three (3) consecutive five (5) year terms unless CE or District gives notice of cancellation to the other party at least six (6) months prior to such renewal date.

9.6 Warranty. With respect to the Station construction services performed by CE pursuant to this Agreement, for a period of one (1) year from acceptance of such services by the District's Board of Directors (the "Station Construction Warranty Period"), CE warrants to District that the services shall be free from defects in workmanship (the "Station Construction Warranty"). With respect to the Station CNG Processing and Dispensing Equipment installed by CE pursuant to this Agreement, for a period of three (3) years from acceptance by the District's Board of Directors (the "Equipment Warranty Period"), CE warrants to District that the equipment shall be free from defects in design, equipment, materials, and workmanship (the "Equipment Warranty") in accordance with Exhibit A requirements. The "CNG Processing and Dispensing Equipment" means the following equipment installed by CE at the Station:

- (2) Dual-hose fast-fill Wayne CRIND dispensers
- (1) PSB 34-6 gas dryer
- (2) 250 HP IMW50 Compressor Packages

If District gives CE prompt written notice of breach of this Station Construction Warranty or Equipment Warranty during the Station Construction Warranty Period or the Equipment Warranty Period, as applicable, CE shall re-perform the affected work. CE shall bear the costs of re-performance and remedial Station Construction Warranty efforts or Equipment Warranty efforts, including removal and replacement

of systems, structures, de-installation, re-installation and transportation of the parts to CE and back to District. If CE determines that any claimed breach is not, in fact, covered by this Station Construction Warranty or this Equipment Warranty, District shall pay CE its then customary charges for any re-performance completed by CE. CE's warranty is conditioned on District (a) operating the applicable work in accordance with CE's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to CE. CE's warranty does not cover damage caused by misuse or improper installation (unless installed by CE). Warranty repair or replacement shall not extend or renew the applicable Station Construction Warranty Period or Equipment Warranty Period, except that the repaired or replaced part will be warranted for one year from the District's acceptance.

With respect to equipment, part(s) or material(s) provided by CE to District other than the CNG Processing and Dispensing Equipment, CE hereby assigns to District, to the extent assignable, any warranties made to CE by the applicable manufacturer or supplier, and CE shall have no other liability to District related to the supplied equipment, part or material under warranty, tort or any other legal theory, notwithstanding anything to the contrary.

With respect to all services performed by CE pursuant to this Agreement other than the Station construction services which are covered by the Station Construction Warranty above, CE warrants that it has expertise in CNG station maintenance and shall perform the maintenance services in accordance with all applicable laws and shall at all times during the performance of such services remain in material compliance with all rules and regulations, if any, applicable to the Station. This warranty shall survive the expiration of this Agreement for a period of one (1) month from the termination of the Agreement.

THE WARRANTIES SET FORTH IN THIS ARTICLE ARE CLEAN ENERGY'S SOLE AND EXCLUSIVE WARRANTIES. CLEAN ENERGY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 10 **INSURANCE**

10.1 CE must secure and maintain, until the District's Board of Directors accepts the Station, such insurance as will protect it and the District in such a manner and at such amounts as set forth below. CE shall pay the premiums for the insurance coverage.

10.2 CE must furnish to the District certificates of insurance and endorsements verifying the insurance coverage as required by this Agreement. These certificates of insurance and endorsements shall be delivered to the District no later than seven calendar days after the District's Board of Directors approves and executes the Agreement. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

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

(a) Coverage provided by CE's policies must be primary coverage without right of contribution of any other insurance carrier or on behalf of the Districts. The Certificate must name the "County Sanitation Districts of Los Angeles County" as an additional insured on the liability policies. The District will receive no less than 30 calendar days' prior written notice of a policy cancellation or reduction in coverage.

(b) CE must 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.

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

Workers' Compensation: CE must 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.

General Liability: CE must 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 District as an additional insured and a standard cross liability clause or endorsement. The limit of insurance shall not be less than \$3,000,000 per occurrence combined single limit for bodily injury and property damage.

Automobile Liability: CE must maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have an endorsement naming the District 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.

Professional Liability: CE must maintain professional liability insurance with coverage for wrongful acts, errors or omissions committed by CE in the course of work performed for the District under this Agreement. This insurance shall include coverage for liability assumed under this Agreement when such liability is caused CE’s negligent acts, errors or omissions. The limit for this insurance shall not be less than \$1,000,000 on a claims-made basis. The effective dates for this insurance will be no later than seven calendar days after the Districts’ Board of Directors approves and executes the Agreement and must be valid for two calendar years beyond acceptance of completion of the project.

All Risk/Builders Risk (Property): CE must maintain All Risk/Builders Risk insurance coverage for the perils of fire and lightning and a standard extended coverage endorsement for vandalism, malicious mischief and theft. The limit for this insurance shall be equal to the total contract price of the design-build project on a per occurrence basis. The deductible amount shall not exceed \$250,000 for all risks. The policy will provide for losses to be payable to CE and the District as their interests may appear. The effective dates for this insurance will be no later than seven calendar days after the Districts’ Board of Directors approves and executes the Agreement and shall be valid until acceptance of the design-build project by the District’s Board of Directors.

ARTICLE 11
DESIGNATED REPRESENTATIVES AND NOTICES

11.1 Representatives. Each Party hereby designates the following as its representative (and its “Designated Representative” for dispute resolution purposes) for the administration of this Agreement:

CE: Robert Vreeland
 4675 MacArthur Court, Suite 800

Newport Beach, CA 92660
Telephone: (949) 437-1000
Fax: (949) 724-1397

District: Energy Recovery Section Head
Telephone: (562) 908-4288 ext. 2442

11.2 Notices. Except for District's request for service calls, which may be made by telephone, notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered upon receipt. Electronic mail is acceptable if followed with a standard written notice. The addresses set forth below shall be the addresses used for notice purposes unless written notice of a change of address is given:

CE: Clean Energy
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660
Attn: Robert Vreeland
Email: rvreeland@cleanenergyfuels.com

With a copy to: Clean Energy
Attn: Associate General Counsel
Email: kklein@cleanenergyfuels.com
4675 MacArthur Court, Suite 800
Newport Beach, CA 92660

District: County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
Attn: Energy Recovery Supervising Engineer
Email: energyrecovery-supervisor@lacsdsd.org

ARTICLE 12 **MISCELLANEOUS**

12.1 Assignment. Neither Party shall have the right to assign its rights or obligations hereunder, in whole or in part, without obtaining the prior written consent of the other Party and any attempted assignment without such prior written consent shall be void. Permitted assigns shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement.

12.2 Headings. The headings in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

12.3 No Joint Venture. CE shall perform its duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture, or other association between the Parties, except as principal and independent contractor.

12.4 Waiver. No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

12.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.

12.6 Governing Law, Forum, and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of California. Venue for any action relating to this Agreement will be the Superior Court of Los Angeles County.

12.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

12.8 Attorney's Fees. If any action at law or equity is commenced concerning this Agreement or to enforce its terms, the prevailing Party in such matter shall be entitled to the payment of reasonable attorneys' fees and costs as determined by the Court, in addition to any other relief which may be awarded to that Party.

12.9 Additional Documents. The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

12.10 Negotiated Transaction. The drafting and negotiation of this Agreement has been participated in by all of the Parties. For all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties.

12.11 Representation Regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she, or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she, or it is purporting to represent.

12.12 Entire Agreement. This Agreement and its attachments, appendices, and exhibits contain the entire agreement between the Parties and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.

12.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties.

12.14 Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment, or change.

12.15 Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

CLEAN ENERGY

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

By MITCHELL W. PRATT

By _____

MITCHELL W. PRATT

Chairperson, Board of Directors

Name and Title

Operating officer & Corp. Secretary

ATTEST:

By _____

Secretary of the Board

APPROVED AS TO FORM:
LEWIS BRISBOIS BISGAARD & SMITH LLP

By _____

District Counsel

Attachment 1 The Premises and Station Location

The conceptual plan depicted and described below is shown for conceptual purposes only in locations which are approximate and may be modified by CE during the Term.



Attachment 2 **Station Equipment**

The Station shall include the following major equipment:

- Two 250 HP IMW50 Compressors Packages with enclosures¹
- Two dual-hose fast-fill Wayne dispensers with card readers and point of sale (“POS”) devices.²
This shall add to two existing dual-hose fast-fill dispensers with POS devices.
- Nine ASME storage vessels (One new 3-pack and two existing/refurbished 3-packs)
- One PSB 34-6 gas dryer
- One cascade valve panel
- 800A electrical switchgear

¹ For the avoidance of any doubt, CE will not be providing the District with, and the District will not be receiving any rights in, the programmable logic controller (PLC) source code for all Station equipment.

² Notwithstanding anything to the contrary in this Agreement, and for the avoidance of any doubt, CE owns and retains title during the Agreement to the POS devices and upon the termination of this Agreement, CE shall remove such devices.

Attachment 3
District CNG Pricing

CNG Price

The price per GGE of CNG payable by District to CE for all CNG dispensed from the Station or Old Station into District's CNG Vehicles shall be calculated as follows:

Rate per GGE = [Fuel Cost (as defined below)] + [the Fee per GGE (as defined below)] + [all other costs associated with the delivery of the natural gas commodity] + [all applicable taxes, fees and assessments (including, without limitation, taxes which are measured based on the selling price or number of gallons of fuel sold or used under this Agreement)].

"Fuel Cost" means the Natural Gas Intelligence (NGI) Bidweek Survey Average First of the Month Index Price, California, SoCal Citygate for the applicable month of delivery plus all cost of delivery by SoCal Gas including, without limitation, demand, delivery, service, taxes and any other costs charged by the utility. These costs can be revised based on changes in tariffs, rates, or other provisions made by SoCal Gas Company and/or the California Public Utilities Commission (CPUC). SoCal Gas Tariff rate in \$/Therm must be converted to \$/MMBtu by multiplying rate by 10 then converting \$/MMBtu to \$/GGE by dividing by 8. Volume per Therm must be converted to MMBtu by dividing by 10 then multiplying by 8 to convert to GGEs.

The "Fee" means \$0.75 per GGE, which shall remain fixed for the duration of the Agreement.

Attachment 4
Application of Prevailing Wage

1.0 Wage Rates, Travel, and Subsistence.

1.1 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 of improvement is to be performed for each craft, classification, or type of worker needed for the scope contemplated under this Agreement from the Director of the Department of Industrial Relations ("DIR"). These rates are listed in Attachment 5 of this Agreement, on file with the District, and copies will be made available to any interested party on request. CE shall post a copy of such wage rates at the project 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.

1.2 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.

1.3 Wage Rates Not Affected By Other Contracts. CE 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 CE and employee.

1.4 Travel And Subsistence. CE 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.

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, CE must comply with current prevailing wages at all times pursuant to determinations by the DIR and Labor Code § 1773 *et seq.* Prevailing wage determination rates are issued twice a year, in February and August and, as of the date of this contract, 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.

1.6 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.

1.7 Per Diem Wages. CE 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.

1.8 Posting of Wage Rates. Prior to commencing any work, CE 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 project site. The required notice/poster is available on the Labor Commissioner's website.

1.9 Forfeiture and Payments. Pursuant to Labor Code § 1775, CE 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 CE's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage, the previous record of CE in meeting his or her prevailing rate of per diem wage obligations, or CE'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 CE 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 CE

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). CE 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. CE 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 Premises ("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 Premises, 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 CE. CE 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 DIR 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.

2.0 Records of Wages Paid: Certified Payroll Submissions and Inspection

2.1 Payroll Records

a. Pursuant to §1776 of the Labor Code, CE 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 §1776 of CE 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 CE 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 DIR.

(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 CE, and the entity through which the request was made. The public shall not be given access to such records at the principal office of CE.

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. CE 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 CE 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. CE 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. CE shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that CE fails to comply within the 10-day period, CE 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 CE.

h. Responsibility for compliance with this Attachment shall rest upon CE.

2.2 Withholding of Contract Payments & Penalties

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

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

3.0 Apprentices

3.1 Apprentice Wages and Definitions. All apprentices employed by CE 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 § 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.

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

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. CE 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.

3.4 Journeyman/Apprentice Ratio. CE, 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 CE 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 CE from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) 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.

3.5 Apprenticeable Craft or Trade. "Apprenticeable craft or trade" as used in this Attachment 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 CE from the 1-to-5 ratio set forth in this Attachment 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.

3.6 Ratio Exemption. When exemptions are granted to an organization which represents Contractors 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.

3.7 Apprentice Fund. If CE 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 project, to which fund or funds other contractors in the area of the site of the project are contributing, CE 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, CE shall pay a like amount to the California Apprenticeship Council. CE 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 § 227.

3.8 CE Compliance. The responsibility of compliance with paragraph 13.10 and § 1777.5 of the Labor Code for all apprenticeable occupations is with CE.

3.9 Decisions Of Joint Apprenticeship Committee. All decisions of the joint apprenticeship committee under this paragraph 13.10 and Labor Code § 1111.5 are subject to Labor Code § 3081.

3.10 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.

3.11 Violation of Labor Code. Pursuant to Labor Code § 1777.7, in the event CE willfully fails to comply with the provisions of this paragraph 13.10 and Labor Code § 1777.5:

a. The DIR of Industrial Relations shall deny to CE 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 CE 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 CE 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.

4.0 DIR Registration

Registration by CE 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 CE under the Agreement. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by CE. The failure of CE 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 CE 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. CE shall not permit or allow any subcontractor of any tier to perform any work without CE's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. CE 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.

Attachment 5
General Prevailing Wage Determinations from Department of Industrial Relations
Based on RFP Advertisement Date of February 11, 2021

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-23-102-2-2020-1

Issue Date:

August 22, 2020

Expiration date of determination:

June 30, 2021** 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 Luis Obispo, Santa Barbara, and Ventura counties.

Wages and Employer Payments:

Classification ^a (Journeyman)	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	\$36.39	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$59.88	\$78.075	\$78.075	\$96.27
Group 2	\$36.94	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$60.43	\$78.900	\$78.900	\$97.37
Group 3	\$37.49	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$60.98	\$79.725	\$79.725	\$98.47
Group 4	\$39.04	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$62.53	\$82.050	\$82.050	\$101.57
Group 5	\$39.39	\$8.00	\$9.31	\$4.87	\$0.70	\$0.61	8.0	\$62.88	\$82.575	\$82.575	\$102.27

Classification Groups:

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-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form 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 Bellower

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, Luteman, 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 employers 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: 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 (Journeyman)	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
 Tarman 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-Impervious Membrane and Form Oiler
 Cutting Torch Operator (Demolition)
 Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
 Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form 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 Bellower

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, Luteman, 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 (Nozzlemann), 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: OPERATING ENGINEER#

Determination:

SC-23-63-2-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

June 30, 2021** 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 Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$48.25	8	\$77.24	\$101.365	\$101.365	\$125.49
Group 2	\$49.03	8	\$78.02	\$102.535	\$102.535	\$127.05
Group 3	\$49.32	8	\$78.31	\$102.970	\$102.970	\$127.63
Group 4	\$50.81	8	\$79.80	\$105.205	\$105.205	\$130.61
Group 6	\$51.03	8	\$80.02	\$105.535	\$105.535	\$131.05
Group 8	\$51.14	8	\$80.13	\$105.700	\$105.700	\$131.27
Group 10	\$51.26	8	\$80.25	\$105.880	\$105.880	\$131.51
Group 12	\$51.43	8	\$80.42	\$106.135	\$106.135	\$131.85
Group 13	\$51.53	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 14	\$51.56	8	\$80.55	\$106.330	\$106.330	\$132.11
Group 15	\$51.64	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 16	\$51.76	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 17	\$51.93	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 18	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 19	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 20	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 21	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 22	\$52.53	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 23	\$52.64	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 24	\$52.76	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 25	\$52.93	8	\$81.92	\$108.385	\$108.385	\$134.85

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension ^d	\$12.15
Vacation and Holiday ^e	\$3.55
Training	\$1.05
Other	\$0.39

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: OPERATING ENGINEER (SPECIAL SHIFT) #

Determination:

SC-23-63-2-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

June 30, 2021** 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 Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$48.75	8	\$77.74	\$102.115	\$102.115	\$126.49
Group 2	\$49.53	8	\$78.52	\$103.285	\$103.285	\$128.05
Group 3	\$49.82	8	\$78.81	\$103.720	\$103.720	\$128.63
Group 4	\$51.31	8	\$80.30	\$105.955	\$105.955	\$131.61
Group 6	\$51.53	8	\$80.52	\$106.285	\$106.285	\$132.05
Group 8	\$51.64	8	\$80.63	\$106.450	\$106.450	\$132.27
Group 10	\$51.76	8	\$80.75	\$106.630	\$106.630	\$132.51
Group 12	\$51.93	8	\$80.92	\$106.885	\$106.885	\$132.85
Group 13	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 14	\$52.06	8	\$81.05	\$107.080	\$107.080	\$133.11
Group 15	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 16	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 17	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 18	\$52.53	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 19	\$52.64	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 20	\$52.76	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 21	\$52.93	8	\$81.92	\$108.385	\$108.385	\$134.85
Group 22	\$53.03	8	\$82.02	\$108.535	\$108.535	\$135.05
Group 23	\$53.14	8	\$82.13	\$108.700	\$108.700	\$135.27
Group 24	\$53.26	8	\$82.25	\$108.880	\$108.880	\$135.51
Group 25	\$53.43	8	\$82.42	\$109.135	\$109.135	\$135.85

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension ^d	\$12.15
Vacation and Holiday ^e	\$3.55
Training	\$1.05
Other	\$0.39

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: OPERATING ENGINEER (MULTI-SHIFT)#

Determination:

SC-23-63-2-2021-1

Issue Date:

February 22, 2021

Expiration date of determination:

June 30, 2021** 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 Luis Obispo, Santa Barbara and Ventura Counties.

Wages and total hourly rates (including employer payments):

Classification ^a (Journeyman)	Basic Hourly Rate	Hours ^f	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1½ x)	Saturday Overtime Hourly Rate ^c (1½ x)	Sunday/Holiday Overtime Hourly Rate (2 x)
Group 1	\$49.25	8	\$78.24	\$102.865	\$102.865	\$127.49
Group 2	\$50.03	8	\$79.02	\$104.035	\$104.035	\$129.05
Group 3	\$50.32	8	\$79.31	\$104.470	\$104.470	\$129.63
Group 4	\$51.81	8	\$80.80	\$106.705	\$106.705	\$132.61
Group 5	\$51.91	8	\$80.90	\$106.855	\$106.855	\$132.81
Group 6	\$52.03	8	\$81.02	\$107.035	\$107.035	\$133.05
Group 7	\$52.13	8	\$81.12	\$107.185	\$107.185	\$133.25
Group 8	\$52.14	8	\$81.13	\$107.200	\$107.200	\$133.27
Group 9	\$52.24	8	\$81.23	\$107.350	\$107.350	\$133.47
Group 10	\$52.26	8	\$81.25	\$107.380	\$107.380	\$133.51
Group 11	\$52.36	8	\$81.35	\$107.530	\$107.530	\$133.71
Group 12	\$52.43	8	\$81.42	\$107.635	\$107.635	\$133.85
Group 13	\$52.53	8	\$81.52	\$107.785	\$107.785	\$134.05
Group 14	\$52.56	8	\$81.55	\$107.830	\$107.830	\$134.11
Group 15	\$52.64	8	\$81.63	\$107.950	\$107.950	\$134.27
Group 16	\$52.76	8	\$81.75	\$108.130	\$108.130	\$134.51
Group 17	\$52.93	8	\$81.92	\$108.385	\$108.385	\$134.85
Group 18	\$53.03	8	\$82.02	\$108.535	\$108.535	\$135.05
Group 19	\$53.14	8	\$82.13	\$108.700	\$108.700	\$135.27
Group 20	\$53.26	8	\$82.25	\$108.880	\$108.880	\$135.51

Group 21	\$53.43	8	\$82.42	\$109.135	\$109.135	\$135.85
Group 22	\$53.53	8	\$82.52	\$109.285	\$109.285	\$136.05
Group 23	\$53.64	8	\$82.63	\$109.450	\$109.450	\$136.27
Group 24	\$53.76	8	\$82.75	\$109.630	\$109.630	\$136.51
Group 25	\$53.93	8	\$82.92	\$109.885	\$109.885	\$136.85

Employer Payments:

Type of Fund	Amount per Hour
Health and Welfare	\$11.85
Pension ^d	\$12.15
Vacation and Holiday ^e	\$3.55
Training	\$1.05
Other	\$0.39

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.

Classifications:

Group 1

Bargeman
Brakeman
Compressor Operator
Ditchwitch, with seat or similar type equipment
Elevator Operator - Inside
Engineer Oiler
Forklift Operator (includes loed, lull or similar types
– under 5 tons)

Generator Operator

Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Pump Operator
Signalman
Switchman

Group 2

Asphalt-Rubber Plant Operator (Nurse Tank
Operator)
Concrete Mixer Operator – Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes loed, lull or similar types
– over 5 tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
Petromat Laydown Machine
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or
similar types)
Skiploader (Wheel type up to ¾ yd. without
attachment)
Tar Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oiler

Group 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer, with all
attachments)
Equipment Greaser (rack)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine
Operator

Group 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine
Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types
(Texoma Super Economatic, or similar types –
Hughes 100 or 200, or similar types – drilling
depth of 30 maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired-with all attachments
(Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Aero Stomper
Hydraulic Casing Oscillator Operator – drilling depth
of 30' maximum
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power – Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5 (for multi-shift rate, see Pages 5 and 6)

Equipment Greaser (Grease Truck/Multi-Shift)

Group 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar
type)
Concrete Placer Operator
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer

Derrickman (oilfield type)
Drilling Machine Operator, Bucket or Auger types
(Calweld 100 bucket or similar types – Watson
1000 auger or similar types – Texoma 330, 500 or
600 auger or similar types – drilling depth of 45'
maximum)
Drilling Machine Operator (including water wells)
Forced Feed Loader
Hydraulic Casing Oscillator Operator – drilling depth
of 45' maximum
Hydro Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, Curb or Gutter (concrete or
asphalt)
Mechanical Finisher Operator (concrete, Clary-
Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Railcar Mover
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single
engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over
¾ yds. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic
lifting device for concrete forms)
Tractor Operator – Bulldozer, Tamper-Scraper
(single engine, up to 100 H.P. flywheel and similar
types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System
Operator
Vacuum Blasting Machine Operator
Volumetric Mixer Operator
Welder - General

Group 7 (for multi-shift rate, see Pages 5 and 6)

Welder - General (Multi-Shift)

Group 8

Asphalt or Concrete Spreading Operator (tamping or
finishing)
Asphalt Paving Machine Operator (barber greene or
similar type, one (1) Screedman)
Asphalt-Rubber Distributor Operator

Backhoe Operator (up to and including ¾ yds.)
small ford, case or similar
Backhoe Operator (over ¾ yd. and up to 5 cu. yds.
M.R.C.)
Barrier Rail Mover (BTM Series 200 or similar types)
Cast in Place Pipe Laying Machine Operator
Cold Foamed Asphalt Recycler
Combination Mixer and Compressor Operator
(gunite work)
Compactor Operator – Self Propelled
Concrete Mixer Operator – Paving
Crushing Plant Operator
Drill Doctor
Drilling Machine Operator, Bucket or Auger types
(Calweld 150 bucket or similar types – Watson
1500, 2000, 2500 auger or similar types –
Texoma 700, 800 auger or similar types – drilling
depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired with all attachments
(Operating Weight 21,000 lbs – 100,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Gradall Operator
Grouting Machine Operator
Heavy Duty Repairman/Pump Installer
Heavy Equipment Robotics Operator
Hydraulic Casing Oscillator Operator – drilling depth
of 60' maximum
Hydraulic Operated Grout Plant (excludes hand
loading)
Kalamazoo Ballast Regulator or similar type
Klemm Drill Operator or similar types
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Lo Drill
Loader Operator (Athey, Euclid, Sierra and similar
types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Placing Machine Operator
(Hackley-Presswell or similar type)
Prentice 721E Hydro-Ax
Pumpcrete Gun Operator
Rock Drill or Similar Types (see Miscellaneous
Provision #4 for additional information regarding
this classification)
Rotary Drill Operator (excluding caison type)

Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu yds. struck)

Rubber-Tired Earth Moving Equipment Operator (multiple engine – up to and including 25 yds. struck)

Rubber-Tired Scraper Operator (self-loading paddle wheel type – John Deere, 1040 and similar single unit)

Self-Propelled Curb and Gutter Machine Operator Shuttle Buggy

Skiploader Operator (crawler and wheel type over 1 ½ yds. up to and including 6 ½ yds.)

Soil Remediation Plant Operator (CMI, Envirotech or Similar)

Soil Stabilizer and Reclaimer (WR-2400)

Somero SXP Laser Screed

Speed Swing Operator

Surface Heaters and Planer Operator

Tractor Compressor Drill Combination Operator

Tractor Operator (any type larger than D-5 – 100 flyweel H.P. and over, or similar – bulldozer, tamper, scraper and push tractor, single engine)

Tractor Operator (boom attachments)

Traveling Pipe Wrapping, Cleaning and Bending Machine Operator)

Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)

Trenching Machine with Road Miner Attachment (over 6ft. depth capacity, manufacturer's rating – Oiler or Journeyman Trainee required)

Ultra High Pressure Waterjet Cutting Tool System Mechanic

Water Pull (compaction)

Group 9 (for multi-shift rate, see Pages 5 and 6)
Heavy Duty Repairman (Multi-Shift)

Group 10

Backhoe Operator (over 5 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld 200 B bucket or similar types – Watson 3000 or 5000 auger or similar types – Texoma 900 auger or similar types – drilling depth of 105' maximum)

Dual Drum Mixer

Dynamic Compactor LDC350 or similar types

Heavy Duty Repairman-Welder combination

Hydraulic Casing Oscillator Operator – drilling depth of 105' maximum

Monorail Locomotive Operator (diesel, gas or electric)

Motor Patrol – Blade Operator (single engine)

Multiple Engine Tractor Operator (euclid and similar type – except quad 9 cat.)

Pneumatic Pipe Ramming Tool and similar types

Pre-stressed Wrapping Machine Operator (2 Operators required)

Rubber – Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)

Rubber – Tired Earth Moving Equipment Operator (multiple engine, euclid caterpillar and similar – over 25 yds. and up to 50 yds. struck)

Tower Crane Repairman

Tractor Loader Operator (crawler and wheel-type over 6 ½ yds.)

Welder – Certified

Woods Mixer Operator (and similar pugmill equipment)

Group 11 (for multi-shift rate, see Pages 5 and 6)
Heavy Duty Repairman – Welder Combination (Multi-Shift)
Welder – Certified (Multi-Shift)

Group 12

Auto Grader Operator

Automatic Slip Form Operator

Backhoe Operator (over 7 cu. yds. M.R.C.)

Drilling Machine Operator, Bucket or Auger types (Calweld, auger 200 CA or similar types – Watson, auger 6000 or similar types – hughes super duty, auger 200 or similar types – drilling depth of 175' maximum)

Excavator Track/Rubber Tired- with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs.)

Hoe Ram or similar with compressor

Hydraulic Casing Oscillator Operator – drilling depth of 175' maximum

Mass Excavator Operator – less than 750 cu. yds.

Mechanical Finishing Machine Operator

Mobile Form Traveler Operator

Motor Patrol Operator (multi-engine)

Pipe Mobile Machine Operator

Rubber-Tired Earth Moving Equipment Operator (multiple engine, euclid, caterpillar and similar type, over 50 cu. yds. struck)

Rubber-Tired Self-Loading Scraper Operator
(paddle-wheel-auger type self-loading – (two (2)
or more units)

Group 13

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, up to and including 25 yds. struck)

Group 14

Canal Liner Operator
Canal Trimmer Operator
Drilling Machine Operator, Bucket or Auger types
(Calweld, auger 200 CA or similar types –
watson, auger 6000 or similar types – hughes
super duty, auger 200 or similar types – drilling
depth of 300' maximum)
Remote Controlled Earth Moving Operator (\$1.00
per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per
hour)

Group 15

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, caterpillar, euclid, athey wagon,
and similar types with any and all attachments
over 25 and up to and including 50 cu. yds.
struck)
Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine - up to and including 25 yds.
struck)

Group 16

Excavator Track/Rubber Tired – with all attachments
(Operating Weight exceeding 200,000 lbs.)
Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine, euclid, caterpillar, and similar,
over 25 yds. and up to 50 yds. struck)

Group 17

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Push-Pull System
(multiple engine, euclid, caterpillar, and similar
type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type
tractors in tandem – Quad 9 and similar type)

Group 18

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, up to and
including 25 yds. struck)

Group 19

Rotex Concrete Belt Operator
Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, caterpillar,
euclid, athey wagon, and similar types with any
and all attachments over 25 yds. and up to and
including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engines, up to and
including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - single engine, over 50 yds.
struck)
Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engine, euclid,
caterpillar and similar, over 25 yds. and up to 50
yds. struck)

Group 21

Rubber-Tired Earth Moving Equipment Operator,
Operating in Tandem (scrapers, belly dumps, and
similar types in any combination, excluding
compaction units - multiple engine, euclid,
caterpillar and similar type, over 50 cu. yds.
struck)

Group 22

Rubber-Tired Earth Moving Equipment Operator,
Operating Equipment with the Tandem Push-Pull
System (single engine, up to and including 25
yds. struck)

Group 23

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, caterpillar, euclid, athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (single engine, over 50 yds. Struck)

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 25

Concrete Pump Operator-Truck Mounted Pedestal Concrete Pump Operator

Rubber-Tired Earth Moving Equipment Operator, Operating Equipment with the Tandem Push-Pull System (multiple engine, euclid, caterpillar and similar over 50 cu. yds struck)

MISCELLANEOUS PROVISIONS:

1. Operators on hoists with three drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.
2. All heavy duty repairman and heavy duty combination shall receive one dollar (\$1.00) per hour tool allowance in addition to their regular rate of pay and this shall become their base rate of pay.
3. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay.
4. A review of rock drilling is currently pending. The minimum acceptable rate of pay for this classification or type of work on public works projects is Laborer and Related Classifications/Group 5 (Driller) as published in the Director's General Prevailing Wage Determinations. However, the published rate for the craft/classification of Operating Engineer/Group 8 (Rock Drill or Similar Types) may be used by contractors to perform rock drilling on public works projects.

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

^a For classifications within each group, see Pages 7 through 11.

^b Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^c Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

^d Includes an amount for Annuity.

^e Includes an amount withheld for supplemental dues.

^f 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.

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

LOCALITY: LOS ANGELES COUNTY

DETERMINATION: LOS-2021-2

Table with 23 columns: CRAFT, CLASSIFICATION, CRAFT FOOTNOTE, ISSUE DATE, EXPIRATION DATE, BASIC HOURLY RATE, BASIC HOURLY RATE FOOTNOTE, HEALTH AND WELFARE, HEALTH AND WELFARE FOOTNOTE, PENSION, PENSION FOOTNOTE, VACATION/HOLIDAY, VACATION/HOLIDAY FOOTNOTE, TRAINING, TRAINING FOOTNOTE, OTHER PAYMENTS, OTHER PAYMENTS FOOTNOTE, HOURS, HOURS FOOTNOTE, STRAIGHT-TIME TOTAL HOURLY RATE, DAILY OVERTIME HOURLY RATE, DAILY OVERTIME HOURLY RATE FOOTNOTE, SATURDAY OVERTIME HOURLY RATE, SATURDAY OVERTIME HOURLY RATE FOOTNOTE, SUNDAY AND HOLIDAY OVERTIME HOURLY RATE, SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE, HOLIDAY PROVISIONS, SCOPE OF WORK PROVISIONS, TRAVEL & SUBSISTENCE PROVISIONS.

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH AND WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BB	08/22/2021	12/31/2021**	\$41.270		\$10.550		\$15.160	BC	\$0.000		\$0.520		\$0.250		8.0		\$67.750	\$88.380		\$88.380		\$109.020		Holidays	Scope of Work	Travel & Subsistence
#PLUMBER:	FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	BD	02/22/2021	08/31/2021*	\$48.710		\$10.550		\$17.000		\$0.000	S	\$1.600		\$0.300	BE	8.0		\$78.160	\$102.510	BE	\$102.510	BE	\$126.870		Holidays	Scope of Work	Travel & Subsistence
#ROOFER			08/22/2021	07/31/2022**	\$42.070	BG	\$8.560		\$9.770	F	\$0.000	BH	\$0.530		\$0.690	BJ	8.0		\$61.620	\$80.630	BJ	\$80.630	BJ	\$99.640		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	PITCH WORK		08/22/2021	07/31/2022**	\$43.820	BG	\$8.560		\$9.770	F	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$63.370	\$83.260	BJ	\$83.260	BJ	\$103.140		Holidays	Scope of Work	Travel & Subsistence
#ROOFER	PREPARER		08/22/2021	07/31/2022**	\$43.070	BG	\$8.560		\$9.770	F	\$0.000	BH	\$0.530		\$0.690	BI	8.0		\$62.620	\$82.130	BJ	\$82.130	BJ	\$101.640		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER		BK	08/22/2021	06/30/2022**	\$50.230	M	\$11.120		\$17.680	BL	\$0.000		\$0.820		\$0.680		8.0		\$80.530	\$105.650	BM	\$105.650	BM	\$130.760		Holidays	Scope of Work	Travel & Subsistence
#SHEET METAL WORKER		BN	08/22/2021	06/30/2022**	\$39.080	H	\$11.120		\$15.820	BO	\$0.000		\$1.920		\$0.350		8.0	C	\$68.290	\$87.830	BP	\$87.830	BP	\$107.370	AC	Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO FINISHER			08/22/2021	08/31/2022*	\$35.430	H	\$9.000		\$4.350		\$0.000	S	\$0.750		\$0.270		8.0	ALU	\$49.800	\$67.510	AA	\$67.510	BQ	\$85.230	AC	Holidays	Scope of Work	Travel & Subsistence
#TERRAZZO WORKER			08/22/2021	08/31/2022*	\$43.610	H	\$9.000		\$4.610		\$0.000	S	\$1.020		\$0.330		8.0	ALU	\$58.570	\$80.380	AA	\$80.380	BQ	\$102.180	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE FINISHER			08/22/2021	05/31/2022*	\$30.470	Z	\$9.000		\$2.750		\$0.000		\$0.770		\$0.290		8.0		\$43.280	\$58.510	AA	\$58.510	AB	\$73.750	AC	Holidays	Scope of Work	Travel & Subsistence
#TILE LAYER			08/22/2021	05/31/2022*	\$43.090	Z	\$9.000		\$8.350		\$0.000		\$0.960		\$0.380		8.0		\$61.780	\$83.320	AA	\$83.320	AB	\$104.870	AC	Holidays	Scope of Work	Travel & Subsistence

[Go to increase page](#)

FOOTNOTES

- * EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.
- ** THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.
- # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).
- & THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.
- A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF AND CONTRACT COMPLIANCE.
- B INCLUDES AN AMOUNT FOR IMI TRAINING FUND.
- C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER, OR REASONS BEYOND THE CONTROL OF THE EMPLOYER.
- D RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- E THE RATIO OF BRICK TENDERS TO BRICKLAYERS SHALL BE AS FOLLOWS: ONE (1) BRICK TENDER TO NO MORE THAN THREE (3) BRICKLAYERS DURING THE INSTALLATION OF BLOCK ON A TYPICAL MASONRY PROJECT.
- F INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.
- G INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.
- H INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.
- I RATE APPLIES TO THE FIRST 12 HOURS WORKED ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME. SATURDAY MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE FOR THE FIRST 8 HOURS IF INCLEMENT WEATHER FORCES A SYNTHETIC/ARTIFICIAL TURF PROJECT TO SHUT DOWN DURING THE REGULAR WORK WEEK (MONDAY THROUGH FRIDAY).
- J A MATERIAL HANDLER MAY BE UTILIZED IN RATIO OF ONE (1) MATERIAL HANDLER WITH ANY FIVE (5) JOURNEYMEN ON ANY GIVEN PROJECT.
- K RATE APPLIES TO THE FIRST 12 HOURS ON SATURDAY, ALL OTHER TIME IS PAID AT DOUBLE TIME.
- L RATE ONLY APPLIES TO WORK PERFORMED IN ANTELOPE VALLEY WHICH IS HIGHWAY 5, SOUTH ON U. S. 5 TO HIGHWAY N2; EAST ON HIGHWAY N2 TO PALMDALE BLVD TO HIGHWAY 14; SOUTH TO HIGHWAY 18; EAST TO HIGHWAY 395.
- M INCLUDES AMOUNT WITHHELD FOR WORKING DUES.
- N RATE APPLIES TO FIRST 8 HOURS ONLY. DOUBLE TIME THEREAFTER. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- O IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.
- P INCLUDES AN AMOUNT FOR THE NATIONAL LABOR-MANAGEMENT COOPERATION FUND AND THE ADMINISTRATIVE MAINTENANCE FUND.
- Q RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- R IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- S INCLUDED IN STRAIGHT-TIME HOURLY RATE.
- T THE MAXIMUM ALLOWABLE RATIO IS ONE TRANSPORTATION SYSTEMS TECHNICIAN TO ONE JOURNEYMAN ON EACH JOB.
- U DICTIONARY OF OCCUPATIONAL TITLES, FOURTH EDITION, 1977, U.S. DEPARTMENT OF LABOR.
- V INCLUDES AMOUNT WITHHELD FOR DUES CHECKOFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES \$3.75 FOR VACATION THAT IS NOT FACTORED IN THE OVERTIME RATES.
- W INCLUDES AN AMOUNT PER HOUR WORKED OR PAID TO DISABILITY FUND.
- X INCLUDED IN STRAIGHT-TIME HOURLY RATE WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- Y RATE APPLIES TO THE FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.
- Z INCLUDES AMOUNT WITHHELD FOR ADMINISTRATIVE DUES.
- AA RATE APPLIES TO FIRST TWO DAILY OVERTIME HOURS WORKED; ALL OTHER OVERTIME IS PAID AT THE HOLIDAY OVERTIME HOURLY RATE.
- AB RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL HOURS IN EXCESS OF 10 HOURS DAILY OR 50 HOURS WEEKLY ARE PAID AT THE HOLIDAY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AC RATE APPLIES TO WORK ON HOLIDAYS ONLY; SUNDAYS ARE PAID AT THE SATURDAY OVERTIME HOURLY RATE.
- AD AN ADDITIONAL \$0.25 PER HOUR WILL BE ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AE DOUBLE TIME SHALL BE PAID FOR ALL HOURS WORKED OVER 12 HOURS IN ANY ONE DAY.
- AF RATE ONLY APPLIES TO WORK PERFORMED IN ANTELOPE VALLEY, WHICH IS HIGHWAY 5, SOUTH ON U. S. 5 TO HIGHWAY N2; EAST ON HIGHWAY N2 TO PALMDALE BLVD TO HIGHWAY 14; SOUTH TO HIGHWAY 18; EAST TO HIGHWAY 395. AN ADDITIONAL \$0.25 IS ADDED TO THE BASIC HOURLY RATE WHEN PERFORMING PAPERHANGING WORK.
- AG RATE APPLIES AFTER 36 MONTHS OF EXPERIENCE
- AH RATE APPLIES TO FIRST 12 MONTHS OF EXPERIENCE

- AI RATE APPLIES AFTER 12 MONTHS THROUGH 36 MONTHS EXPERIENCE
- AJ INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR DUES CHECK OFF
- AK SATURDAY IN THE SAME WORKWEEK MAY BE WORKED AT THE STRAIGHT-TIME HOURLY RATE IF IT IS NOT POSSIBLE TO COMPLETE FORTY HOURS OF WORK MONDAY THROUGH FRIDAY WHEN THE JOB IS SHUT DOWN DUE TO INCLEMENT WEATHER OR SIMILAR ACT OF GOD, OR BEYOND THE CONTRACTOR'S CONTROL.
- AL RATE APPLIES TO THE FIRST 8 HOURS WORKED; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- AM THE RATIO OF PLASTER TENDERS TO PLASTERERS SHALL BE AS FOLLOWS; THERE SHALL BE A PLASTER TENDER ON THE JOBSITE WHENEVER THERE IS A PLASTERER PERFORMING WORK ON THE JOBSITE, EXCEPT ON SMALL PATCH WORK WHERE ONLY ONE PLASTERER IS PERFORMING WORK. FOR INSIDE BROWN COATINGS THERE SHALL BE 2 PLASTER TENDERS FOR UP TO EVERY 3 PLASTERERS. FOR INSIDE FINISH COATINGS THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 3 PLASTERERS. ON OUTSIDE FINISH AND BROWN COATINGS AND FOR ALL OTHER WORK, THERE SHALL BE 1 PLASTER TENDER FOR UP TO EVERY 2 PLASTERERS.
- AN INCLUDES AN AMOUNT PER HOUR WORKED OR PAID FOR SUPPLEMENTAL DUES.
- AO ALL WORK PERFORMED AFTER TWELVE (12) HOURS IN A DAY SHALL BE PAID AT THE SUNDAY/HOLIDAY RATE.
- AP RATE APPLIES TO THE FIRST EIGHT HOURS ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAY WORK MAY BE PAID AT THE STRAIGHT TIME RATE IF THE JOB IS SHUT DOWN DURING THE NORMAL WORK WEEK DUE TO INCLEMENT WEATHER.
- AQ INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED INTO OVERTIME AND AN AMOUNT FOR VACATION WHICH IS FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AR INCLUDES AMOUNT FOR NATIONAL PENSION AND RETIREE'S X-MAS FUND.
- AS AMOUNT INCLUDED IN BASIC HOURLY RATE AND FACTORED AT 1.5 TIMES FOR ALL OVERTIME.
- AT INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE AND THE CONTRACTOR EDUCATION & DEVELOPMENT FUND.
- AU SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- AV PIPE TRADESMEN SHALL NOT BE PERMITTED ON ANY JOB WITHOUT A JOURNEYMAN.
- AW INCLUDES AN AMOUNT WITHHELD FOR ADMINISTRATIVE DUES WHICH IS NOT FACTORED IN THE OVERTIME RATES.
- AX TRADESMEN SHALL ONLY BE USED IF THE FIRST WORKER ON THE JOB IS A LANDSCAPE/IRRIGATION FITTER, SECOND WORKER MUST BE A LANDSCAPE/IRRIGATION FITTER OR APPRENTICE LANDSCAPE/IRRIGATION FITTER. THE 3RD AND 4TH MAY BE A TRADESMAN. THE 5TH MUST BE A LANDSCAPE/IRRIGATION FITTER AND THEREAFTER TRADESMEN WILL BE REFERRED ON A 50-50 BASIS, TO JOURNEYMAN OR APPRENTICE.
- AY INCLUDES AN AMOUNT FOR 401A PLAN.
- AZ INCLUDES AN AMOUNT FOR THE P.I.P.E. LABOR MANAGEMENT COOPERATION COMMITTEE TRUST FUND AND FOR PROMOTION FUND.
- BA SATURDAY MAY BE PAID AT STRAIGHT TIME IF THE WORK WEEK IS TUESDAY THROUGH SATURDAY.
- BB RATE APPLIES TO REMAINDER OF COUNTY.
- BC INCLUDES AN AMOUNT FOR SUPPLEMENTAL PENSION FUND.
- BD RATE APPLIES TO LOS ANGELES CITY LIMITS AND TWENTY-FIVE (25) MILES BEYOND CITY LIMITS OF LOS ANGELES.
- BE AMOUNT IS FOR INDUSTRY PROMOTION FUND AND P.I.P.E. FUND.
- BF RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.
- BG INCLUDE AMOUNTS FOR DUES CHECK OFF AND VACATION/HOLIDAY, WHICH ARE NOT FACTORED INTO OVERTIME.
- BH INCLUDED IN BASIC HOURLY RATE. VACATION IS NOT FACTORED INTO OVERTIME.
- BI INCLUDE AMOUNTS FOR ADMINISTRATIVE FUND, COMPLIANCE FUND, INDUSTRY FUND, AND RESEARCH AND EDUCATION TRUST FUND.
- BJ RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; SUNDAY AND HOLIDAY OVERTIME HOURLY RATE WILL BE PAID AFTER 10 HOURS PER DAY AND ALL HOURS WORKED OVER 55 HOURS PER WEEK.
- BK APPLIES TO THAT PORTION OF THE COUNTY SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES.
- BL PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- BM RATE APPLIES FOR THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY/HOLIDAY RATE. SATURDAYS IN THE SAME WORKWEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.
- BN APPLIES TO THAT PORTION OF THE COUNTY NORTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES INCLUDING THE CITIES OF LANCASTER AND PALMDALE.
- BO INCLUDES AMOUNTS FOR LOCAL PENSION, NATIONAL PENSION PLAN, 401(A) PLAN, RETIREE'S SUPPLEMENTAL HEALTH PLAN, PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.
- BP RATE APPLIES TO FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS ON SATURDAY AND SUNDAY. ALL OTHER OVERTIME HOURS IS AT DOUBLE TIME RATE.
- BQ RATE APPLIES TO THE FIRST 8 HOURS WORKED ON A SIXTH OR SEVENTH CONSECUTIVE DAY DURING ANY ONE CALENDAR WEEK UP TO 50 HOURS IN ANY ONE CALENDAR WEEK. ALL OTHER TIME IS PAID AT THE HOLIDAY RATE.
- RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.
- TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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

LOCALITY: LOS ANGELES COUNTY
 DETERMINATION: LOS-2020-1

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	INCREASE 1		INCREASE 2		INCREASE 3		INCREASE 4		INCREASE 5		INCREASE 6		INCREASE 7		INCREASE 8	
			DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE	DATE OF NEXT CHANGE	AMOUNT OF INCREASE
TERRAZZO WORKER	2/22/2020	08/31/2020**	9/1/2020	\$1.91 A	9/1/2021	\$1.98 A												

[FOOTNOTES](#)