

EXHIBIT D
Contractor I-9 Compliance Agreement

MTM CONSTRUCTION (hereafter COMPANY) operates a facility in **CITY OF INDUSTRY**. COMPANY has contracted with [_____] (hereafter CONTRACTOR) to provide services, and in doing so, CONTRACTOR and COMPANY agree as follows:

Compliance With Federal, State, And Municipal Laws:

CONTRACTOR will comply with all federal, state and municipal laws and regulations relating to the performance of its duties hereunder including, but not limited to, those laws and regulations concerning wage and hours, payment of taxes, laws prohibiting discrimination and harassment, and compliance with the requirements of the Immigration Reform and Control Act of 1986.

Acknowledgement Of Compliance:

CONTRACTOR represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act: (1) prohibiting hiring and continued employment of unauthorized aliens, (2) requiring verification and recordkeeping with respect to identity and eligibility for employment, and (3) prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

CONTRACTOR specifically agrees that it will certify to COMPANY on an annual basis, or as requested by COMPANY, in writing that CONTRACTOR is in compliance with all I-9 requirements with respect to each and every of CONTRACTOR's employees. By entering into this Agreement, CONTRACTOR certifies that all personnel that are being used, or will be used to perform services pursuant to this Agreement are authorized to work legally within the United States.

Maintenance Of Records:

CONTRACTOR shall be responsible for the creation and retention of all employment records or documents required by law, including but not limited to: Time and payroll records for all employees of CONTRACTOR performing labor for COMPANY.

Employment Eligibility Verification Form (I-9) for all CONTRACTOR employees working on COMPANY's premises. The I-9 Form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

Self Audits:

CONTRACTOR agrees that it will perform self-audits of its I-9 compliance on no less than an annual basis as measured from the date of execution of this agreement, and CONTRACTOR agrees that it shall certify in writing to COMPANY that it has completed its I-9 self-audit and resolved any problems or deficiencies identified in the course of said audit.

Work Performed By Authorized Individuals:

CONTRACTOR will not allow any of its agents or employees to perform services on behalf of COMPANY or enter upon COMPANY's premises unless said persons are legitimately entitled to work according to the laws of the United States.

Indemnity:

CONTRACTOR agrees to indemnify COMPANY and hold COMPANY harmless from all liability, including liability for interest and penalties, which may be assessed against COMPANY as a result of Contractor's failing to comply with U.S. immigration laws.

COMPANY (PRIME)

CONTRACTOR (SUBCONTRACTOR)

DATE

DATE



EXHIBIT E – INSURANCE REQUIREMENTS

GENERAL LIABILITY

- \$ 2,000,000 General Aggregate Limit with \$ 1,000,000 Occurrence Limit is required. Note that overall projects with MTM in excess of \$2,000,000 require higher aggregate limits or umbrella insurance.
- Additional Insured Endorsement (CG2010 and CG 2037) or equivalent is the only acceptable form **AND MUST BE ATTACHED WITH CERTIFICATE.** Equivalent Form means coverage includes completed operations and does not apply to "On Going" Operations Only.
- Additional Insured MTM Construction, Inc., Its officers, directors, agents, employees and **Project Owner** are to be included as an additional insured.
- Per Project Aggregate or General Aggregate must equal \$ 2,000,000 – Form must be attached with Certificate.
- *Primary and Non-Contributory Wording* – Sole Negligence of the insured is not acceptable – Endorsement must be attached to Certificate.
- *Waiver of Subrogation* – Endorsement must be attached to Certificate.

AUTO LIABILITY

- Additional Insured MTM Construction, Inc., Its officers, directors, agents, employees and **Project Owner** are to be included as an additional insured.
- A \$ 1,000,000 Limit per occurrence is required.
- Any Auto OR Owned Autos with Non-Owned and Hired Auto Only. Scheduled Autos not acceptable. If you have no Owned autos, you must at least provide Non-Owned and Hired Auto liability.

WORKERS' COMPENSATION

- *Waiver of subrogation* – Endorsement must be included with certificate. Endorsement should be in favor of MTM Construction, Inc., Its Officers, Directors, Agents, Employees and **Project Owner.**

MISCELLANEOUS

- *Carrier Rating* – All Carriers providing coverage must have a minimum AM Best Rating of **A VIII or better** and preferably be admitted in California.
- *Cancellation Clause* – The "Endeavor to" and "But Failure to mail such notice shall impose no obligation of any kind upon the company, its agents or representatives" should be deleted from the certificate of insurance in its entirety. Ten (10) days for non-payment of premium is acceptable.
- *Professional Liability* – If you are an architect, design or engineering contractor, this coverage is required with limit not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
- *Job Description* – Please include job name/location/description including contract numbers on endorsement. "All Operations" is Acceptable.

NOTE: Name of Organization AND Location of covered operations MUST be specified for contracts greater than or equal to \$150,000 on all endorsements - Additional Insured, Primary and Non-Contributory & Waiver of Subrogation.



Equal Employment Opportunity (EEO) Compliance Requirements For Non-Federally Funded Contracts

EXHIBIT F

| Requirements | Prime Contractor's Obligation | Subcontractor's Obligation | Response Period |
|--|---|---|---|
| 1 Contractors and subs with aggregate construction contracts in excess of \$10,000 in one year are subject to EEO requirements as defined under the authority of your contract | <ul style="list-style-type: none"> Follow EEO requirements and bind Subcontractor(s) to same requirements | <ul style="list-style-type: none"> Follow EEO requirements | Duration of contract |
| 2 <i>Certification of Non-Segregated Facilities</i> | <ul style="list-style-type: none"> Submit <i>Certification</i> to ISD Submit Subcontractor(s) <i>Certification</i> to ISD | <ul style="list-style-type: none"> Submit <i>Certification</i> to Prime Contractor | If not on file, submit before construction start and annually by March 10 |
| 3 <i>Contractor Notification of Subcontracts Awarded</i> | <ul style="list-style-type: none"> Submit <i>Notification</i> to ISD Submit Subcontractor(s) <i>Notification</i> to ISD | <ul style="list-style-type: none"> Submit <i>Notification</i> to Prime Contractor | Submit within 10-business days of contract award |
| 4 <i>Notice of Equal Employment Opportunity</i> | <ul style="list-style-type: none"> Submit <i>Notice(s)</i> to Unions or Worker's Representative and ISD Submit Subcontractor(s) <i>Notice(s)</i> to ISD | <ul style="list-style-type: none"> Submit <i>Notice(s)</i> to Unions or Worker's Representative and Prime Contractor | Submit before start of construction |
| 5 Contractor Good Faith Efforts | <ul style="list-style-type: none"> Submit to ISD Submit Subcontractor(s) to ISD | <ul style="list-style-type: none"> Submit to Prime Contractor | If not on file, submit before construction start and annually by March 10 |
| 6 EEO Posters | <ul style="list-style-type: none"> Post EEO Posters at construction site in conspicuous location | | Post before start of construction and for duration of contract |
| 7 <i>Employment Utilization Report (EUR)</i> | <ul style="list-style-type: none"> Submit <i>EUR</i> to ISD. Submit Subcontractor(s) <i>EUR</i> to ISD | <ul style="list-style-type: none"> Submit <i>EUR</i> to Prime Contractor | If not on file, submit before construction start and on March 10 and September 10 of each year. Each report must cover the preceding month. Requirement is in effect for contract duration- no missing reports allowed. |
| 8 <i>Contractor's List of Federal & Non-Federal Work in Bid Condition Area</i> | <ul style="list-style-type: none"> Attach <i>Contractor's List</i> to first EUR and submit to ISD Submit Subcontractor(s) <i>Contractor's List</i> to ISD | <ul style="list-style-type: none"> Attach Contractor's List to first EUR and submit to Prime Contractor. | Submit with first EUR-and any subsequent reports when changes in construction work occur |

Submit all required documents to prime contractor

CERTIFICATION OF NON-SEGREGATED FACILITIES

The construction contractor certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that s/he does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The construction contractor certifies further that s/he will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that s/he will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clock, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The construction contractor agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts of \$10,000 and above are not exempt from the provisions of the Equal Opportunity clause, and that s/he will retain such certifications in his/her files.

NAME OF CONTRACTOR

ADDRESS

PRINT NAME & TITLE OF CONTRACTOR REPRESENTATIVE

SIGNATURE OF CONTRACTOR REPRESENTATIVE

DATE

Email completed form to: CCCS_Clear@isd.lacounty.gov

CONTRACTOR NOTIFICATION OF SUBCONTRACTS AWARDED

PROJECT NUMBER _____ PROJECT NAME: _____

| SUBCONTRACTOR'S NAME, ADDRESS AND TELEPHONE NUMBER | EMPLOYER IDENTIFICATION NUMBER | CONTRACT AMOUNT | ESTIMATED DATES | | CRAFTS TO BE USED |
|--|--------------------------------|-----------------|-----------------|------------|-------------------|
| | | | START | COMPLETION | |
| | | | | | |
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Instructions: The above information is to be submitted by all contractors within 10 working days of contract award. Include information on all subcontracts, regardless of contract amount.

SELECT THE APPROPRIATE STATEMENT:

- The undersigned hereby certifies that each subcontractor or lower tier subcontractor has been notified in writing of their Equal Employment Opportunity and Non-Discrimination requirements.*
- The undersigned hereby certifies that there are no subcontracts on this project.*

COMPANY NAME _____ ADDRESS _____ PHONE#() _____
Street Number/Name City State Zip

SIGNATURE _____ NAME _____ TITLE _____ DATE _____
Print

NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Project ID # or Spec. # _____

Project Name: _____

TO: _____
Name and Position/Title of Workers Representative or Name of Labor Union

Street Address, City, and Zip Code

The undersigned currently holds a contract with the County of Los Angeles involving funds or credits from Los Angeles County or a subcontract with a prime contractor holding such a contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability in their practices of the following: hiring, placement, upgrading, transfer, or demotion; recruitment, advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training, including apprenticeship; layoff, or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246.

Copies of this notice will be posted by the undersigned Contractor in a conspicuous place available to employees or applicants for employment.

NAME OF CONTRACTOR

ADDRESS

PRINT NAME & TITLE OF CONTRACTOR REPRESENTATIVE

SIGNATURE OF CONTRACTOR REPRESENTATIVE

DATE

Contractor Good Faith Efforts

The County of Los Angeles requires all construction contractors and subcontractors to make good faith efforts that promote equal opportunity and achieve a work place that is free from discrimination. Contractor understands that the County of Los Angeles may conduct compliance checks and/or request documentation to verify the information certified herein, at any time during the term of their contract.

Good faith efforts by contractors include, but are not limited, to the general steps and employment practices listed below.

A. General steps that contractors must take include, but are not limited to:

1. Communicate commitment to EEO to all employees.
2. Ensure that employees are aware of nondiscrimination policies and procedures; post policies in a visible location.
3. Ensure that all processes, procedures, and systems are nondiscriminatory and free of bias.
4. Process and/or maintain EEO records.
5. Evaluate and document company good faith efforts in EEO.
6. Ensure that reasonable accommodations are made for disabled employees.
7. Promote employee development.
8. Take appropriate and timely action when there's been an allegation of sexual harassment.
9. Attend workshops to enhance company knowledge in this area.

B. Contractors must address the following employment practices:

1. Recruitment - Ensure opportunities for all qualified applicants.
2. Selection: Hire the most qualified applicant using a fair and nondiscriminatory process.
3. Promotional/Development Opportunities: Make career development and promotional opportunities available to interested and qualified employees.
4. Terminations: Ensure fairness and nondiscrimination in the termination process.

Contractor (Company) Complete Name

Contractor (Company) Address

Contractor Authorized Representative (Printed Name and Official Company Title)

Official's Signature

Date

Email completed form to: CCCS_Clear@isd.lacounty.gov

EMPLOYMENT UTILIZATION REPORT FOR NON-FEDERALLY FUNDED CONTRACTS

| | | | | | | | | | | | | | | | | | | |
|--|--|---|---|---------|------------------------------------|--------|----------------|---------|-------------------------------|-------|--|-----|-------------------------------------|-------------|--|----------|------------------------|----------------------|
| This report is required by the County of Los Angeles under the authority of your construction contract. Contractors and subcontractors with aggregate construction contracts in excess of \$10,000 in one year must complete this form, submit the original and maintain copies for three years. | | | | | | | | | | | 1. COVERED AREA (SMSA OR EA) LOS ANGELES COUNTY | | 2. EMPLOYERS I.D. # 95-000112345 | | | | | |
| 3 | 4. Report Period From 8/1/14 To: 8/31/14 | NAME AND ADDRESS OF CONTRACTOR: Special Construction, Inc. 1234 West Profit Street Anytown, California | | | | | | | | | SAMPLE | | | | | | | |
| 5. | CONSTRUCTION TRADE | CLASSIFICATIONS | 6. CONSTRUCTION WORK HOURS (TOTAL WORKFORCE HOURS OF ALL CONTRACTOR'S PROJECTS IN LOS ANGELES COUNTY) | | | | | | | | | | 9. Total Number of Employees | | 10. Total Number of Minority Employees | | | |
| | | | 6a. Total Hours All Employees by Trade | | 6b. Black (Not of Hispanic Origin) | | 6c. Hispanic | | 6d. Asian or Pacific Islander | | 6e. American Indian or Alaskan Native | | | | | | 7. Minority Percentage | 8. Female Percentage |
| | | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | | |
| LABORERS | Journey Worker | | 37698.0 | 1650.0 | 1092.0 | | 33438.0 | 1554.0 | 840.0 | | | | | 50 | 2 | 47 | | |
| | Apprentice | | | | | | | | | | | | | | | | | |
| | Trainee | | | | | | | | | | | | | | | | | |
| | Sub Total | | | 39348.0 | | 1092.0 | | 34992.0 | | 840.0 | | 0.0 | | 93.8% | 4.2% | 50 | 2 | 47 |
| OPERATING ENGINEERS | Journey Worker | | 7842.0 | 1800.0 | | 978.0 | 3792.0 | | | | | | | 9 | | 3 | | |
| | Apprentice | | 2064.0 | | | | | | | | | | | 2 | | 1 | | |
| | Trainee | | | | | | | | | | | | | | | | 0 | |
| | Sub Total | | | 11706.0 | | 978.0 | | 3792.0 | | 0.0 | | 0.0 | | 40.7% | 15.4% | 11 | 0 | 4 |
| CARPENTERS | Journey Worker | | 15708.0 | | | | 7866.0 | | | | | | | 13 | | 6 | | |
| | Apprentice | | 912.0 | | | | 912.0 | | | | | | | 3 | | 1 | | |
| | Trainee | | | | | | | | | | | | | | | | 0 | |
| | Sub Total | | | 16620.0 | | 0.0 | | 8778.0 | | 0.0 | | 0.0 | | 52.8% | 0.0% | 16 | 0 | 7 |
| TEAMSTERS | Journey Worker | | 7080.0 | | | | 5310.0 | | | | | | | 6 | | 4 | | |
| | Apprentice | | | | | | | | | | | | | | | | 0 | |
| | Trainee | | | | | | | | | | | | | | | | 0 | |
| | Sub Total | | | 7080.0 | | 0.0 | | 5310.0 | | 0.0 | | 0.0 | | 75.0% | 0.0% | 6 | 0 | 4 |
| CEMENT MASONS | Journey Worker | | 1152.0 | | | | 192.0 | | | | | | | 3 | | 1 | | |
| | Apprentice | | | | | | | | | | | | | | | | 0 | |
| | Trainee | | | | | | | | | | | | | | | | 0 | |
| | Sub Total | | | 1152.0 | | 0.0 | | 192.0 | | 0.0 | | 0.0 | | 16.7% | 0.0% | 3 | 0 | 1 |
| Total Journey Workers | | | 69480.0 | 3450.0 | 1092.0 | 978.0 | 50598.0 | 1554.0 | 840.0 | 0.0 | 0.0 | 0.0 | 0.0 | 81 | 2 | 61 | 0 | |
| Total Apprentices | | | 2976.0 | 0.0 | 0.0 | 0.0 | 912.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 5 | 0 | 2 | 0 | |
| Total Trainees | | | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0 | 0 | 0 | 0 | |
| Grand Total | | | 75906.0 | | 2070.0 | | 53064.0 | | 840.0 | | 0.0 | | 73.7% | 4.5% | 86 | 2 | 63 | 0 |
| 11. I HAVE REVIEWED THE INFORMATION ON THIS FORM AND I, AUTHORIZED AGENT, SIGN UNDER PENALTY OF PERJURY CERTIFYING THAT ALL INFORMATION IS COMPLETE AND CORRECT Signature, _____ Print or Type Title President | | | | | | | | | | | 12. Telephone Number (Include Area Code) (562) 555-2345 | | 13. Date Signed 9/1/14 | | Page: 1 of 1 | | | |

EMPLOYMENT UTILIZATION REPORT NON-FEDERALLY FUNDED CONTRACTS

This report is required by the County of Los Angeles under the authority of your construction contract. Contractors and subcontractors with aggregate construction contracts in excess of \$10,000 in one year must complete this form, submit the original and maintain copies for three years.

1. COVERED AREA (SMSA OR IEA)
COUNTY OF LOS ANGELES

2. EMPLOYERS I.D. #

3. NAME AND ADDRESS OF CONTRACTOR:
From ___/___/___
To: ___/___/___

| 5. CONSTRUCTION TRADE | 6. CONSTRUCTION WORK HOURS (TOTAL WORKFORCE HOURS OF ALL CONTRACTOR'S PROJECTS IN LOS ANGELES COUNTY) | | | | | | | | | | | | 9. Total Number of Employees | | 10. Total Number of Minority Employees | | | |
|-----------------------|---|--|-----|------------------------------------|-----|--------------|-----|-------------------------------|-----|---------------------------------------|-----|------------------------|------------------------------|---|--|---|----------------------|---|
| | CLASSIFICATIONS | 6a. Total Hours All Employees by Trade | | 6b. Black (Not of Hispanic Origin) | | 6c. Hispanic | | 6d. Asian or Pacific Islander | | 6e. American Indian or Alaskan Native | | 7. Minority Percentage | | | | | 8. Female Percentage | |
| | | M | F | M | F | M | F | M | F | M | F | | M | F | | | | |
| Journey Worker | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | | | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | | | 0 | 0 | 0 | 0 |
| Total Journey Workers | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | 0 | 0 | 0 | 0 |
| Total Apprentices | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | 0 | 0 | 0 | 0 |
| Total Trainees | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | | 0 | 0 | 0 | 0 |
| Grand Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | | | 0 | 0 | 0 | 0 |

NO WORK PERFORMED IN LOS ANGELES COUNTY

11. I HAVE REVIEWED THE INFORMATION ON THIS FORM AND I, AUTHORIZED AGENT, SIGN UNDER PENALTY OF PERJURY CERTIFYING THAT ALL INFORMATION IS COMPLETE AND CORRECT

Signature _____ Print or Type Title _____

12. Telephone Number (Include Area Code) _____

13. Date Signed _____

Page: _____ of _____

EMPLOYMENT UTILIZATION REPORT NON-FEDERALLY FUNDED CONTRACTS

This report is required by the County of Los Angeles under the authority of your construction contract. Contractors and subcontractors with aggregate construction contracts in excess of \$10,000 in one year must complete this form, submit the original and maintain copies for three years.

1. COVERED AREA (SMSA OR IEA)
COUNTY OF LOS ANGELES

2. EMPLOYERS I.D. #

3. **4. Report Period** NAME AND ADDRESS OF CONTRACTOR:
 From ___/___/___
 To: ___/___/___

| 5. CONSTRUCTION TRADE | 6. CONSTRUCTION WORK HOURS (TOTAL WORKFORCE HOURS OF ALL CONTRACTOR'S PROJECTS IN LOS ANGELES COUNTY) | | | | | | | | | | | | 9. Total Number of Employees | | 10. Total Number of Minority Employees | | | | |
|------------------------------|---|--|-----|------------------------------------|-----|--------------|-----|-------------------------------|-----|---------------------------------------|-----|------------------------|------------------------------|---|--|---|----------------------|---|---|
| | CLASSIFICATIONS | 6a. Total Hours All Employees by Trade | | 6b. Black (Not of Hispanic Origin) | | 6c. Hispanic | | 6d. Asian or Pacific Islander | | 6e. American Indian or Alaskan Native | | 7. Minority Percentage | | | | | 8. Female Percentage | | |
| | | M | F | M | F | M | F | M | F | M | F | | M | F | | | | | |
| Journey Worker | | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | #DIV/0! | #DIV/0! | 0 | 0 | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | #DIV/0! | #DIV/0! | 0 | 0 | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | #DIV/0! | #DIV/0! | 0 | 0 | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | #DIV/0! | #DIV/0! | 0 | 0 | 0 | 0 | 0 | 0 |
| Journey Worker | | | | | | | | | | | | | | | | | | | |
| Apprentice | | | | | | | | | | | | | | | | | | | |
| Trainee | | | | | | | | | | | | | | | | | | | |
| Sub Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | #DIV/0! | #DIV/0! | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Journey Workers | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Apprentices | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Trainees | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | | | 0 | 0 | 0 | 0 | 0 | 0 |
| Grand Total | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | | 0.0 | #DIV/0! | #DIV/0! | 0 | 0 | 0 | 0 | 0 | 0 |

11. I HAVE REVIEWED THE INFORMATION ON THIS FORM AND I, AUTHORIZED AGENT, SIGN UNDER PENALTY OF PERJURY CERTIFYING THAT ALL INFORMATION IS COMPLETE AND CORRECT

Signature _____ Print or Type Title _____

12. Telephone Number (Include Area Code) _____

13. Date Signed _____

Page: _____ of _____

CONTRACTOR LIST OF FEDERAL AND NON-FEDERAL WORK IN BID CONDITION AREA

Bid Condition Area LOS ANGELES COUNTY

Name of Contractor _____

Date _____

Address _____

I. FEDERALLY-ASSISTED CONTRACTS

| NAME OF FEDERAL AGENCY FUNDING PROJECT | PROJECT NAME AND LOCATION* | PROJECT NO. | DOLLAR AMOUNT | CONSTRUCTION START | PERCENTAGE COMPLETE | PROJECTED COMPLETION |
|--|----------------------------|-------------|---------------|--------------------|---------------------|----------------------|
| (1) | | | | | | |
| (2) | | | | | | |
| (3) | | | | | | |
| (4) | | | | | | |

II. NON-FEDERAL CONTRACTS

| NAME OF LOCAL AGENCY OR CONTRACTOR | PROJECT NAME & LOCATION* | PROJECT NO. | DOLLAR AMOUNT | CONSTRUCTION START | PERCENTAGE COMPLETE | PROJECTED COMPLETION |
|------------------------------------|--------------------------|-------------|---------------|--------------------|---------------------|----------------------|
| (1) | | | | | | |
| (2) | | | | | | |
| (3) | | | | | | |
| (4) | | | | | | |

*LOCATION MUST INCLUDE STREET ADDRESS AND CITY

INSTRUCTIONS:

- List **all** Projects (Public and Private) within Geographical Boundaries of Los Angeles County (include current project).
- Attach and submit with each required Employment Utilization Report (EUR).
- Submit an update of this list **ONLY** if there are substantial changes to the information provided.

Email completed form to: CCCS_Clear@isd.lacounty.gov

Instructions for Filing Employment Utilization Report (EUR)

The Employment Utilization Report (EUR) is to be completed by all contractors (prime and each subcontractor with aggregate construction contracts in excess of \$10,000 in one year) during the term of the contract. Contractors or subcontractors that do not have a current EUR on file with ISD, submit report before construction begins and on March 10 and September 10 of each year. Each EUR report must cover the previous month and must be signed by a responsible official of the company.

The information required on this report is for the contractors' aggregate workforce - total workforce within the geographical boundaries of the County of Los Angeles – not only County contracts or this specific County project. The report shall include the total work hours for each employee classification in each trade in the covered area for the reporting period.

The prime contractor is responsible for collecting and reviewing the EURs for all subcontractors before submitting them. These reports for the prime and subcontractors shall be submitted to the County of Los Angeles, Internal Services Department. Incomplete or erroneous forms will be returned to the contractor and will not be considered in compliance until corrected and re-submitted. Additional copies of this form may be obtained from the Deputy Compliance Officer monitoring the project.

| | |
|-------------------|---|
| Compliance Agency | Government agency assigned responsibility for equal employment opportunity (Secure this information from the contracting officer). |
| Federal Funding | Agency Government agency funding project (in whole or in part) if more than one agency, list all. |
| Contractor | Any contractor who has a construction contract with a Government Agency or a contract funded in whole or in part with Federal funds. |
| Minority | Includes African Americans, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders — both men and women of these ethnicities. |

Refer to the numbered areas on the EUR:

| | |
|---|--|
| 1. Covered Area | County of Los Angeles |
| 2. Employer Identification Number | Federal Social Security Number used on Employer's Quarterly Federal Tax Return (U. S. Treasury Department Form 941). |
| 3. Leave Blank | |
| 4. Reporting Period | Contractors or subcontractors that do not have a EUR on file with ISD, submit report before construction begins and again on March 10 and September 10 of each year. |
| 5. Construction Trade | Only those construction crafts which contractor employs in the County of Los Angeles. |
| 6. Construction Work Hours (See 6a thru 6e) | These work hours should reflect the hours of <u>all</u> contractor construction employees working within the geographical boundaries of the County of Los Angeles: a. The total number of male-hours and female-hours worked by all employees in each classification. b-e The total number of male-hours and female-hours worked by each specified group of minority employees in each classification. |
| Classification | The level of accomplishment or status of the worker in the Trade, i.e., Journey Worker, Apprentice, Trainee. |
| 7. Minority Percentage | The percentage of total minority work-hours (the sum of columns 6b, 6c, 6d, and 6e divided by column 6a; result reported should be percentage for entire trade, not classifications within each construction trade). |
| 8. Female Percentage | For each trade, the F number reported in 6a divided by the sub total reported in 6a (M and F). |
| 9. Total Number of Employees | Total number of male and female minority employees working in each classification of each trade in the contractor's aggregate work force during reporting period. |
| 10. Total Number of Minority Employees | Total number of male minority employees and total number of female employees working in each classification in each trade in the contractor's aggregate work force during reporting period. |

**COUNTY OF LOS ANGELES
EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS
EMPLOYMENT UTILIZATION**

The enclosed Equal Employment Opportunity (EEO) forms are provided for your use in complying with the EEO Clause, found in the Special Provisions Section of the specifications for this project. EEO Compliance is required from all construction contractors.

1. **"Employment Utilization Report"** This form is largely self-explanatory, however, you may refer to the "Instructions for filing Employment Utilization Report" (EUR) attached.

Submission Deadline Date:

Contractors or subcontractors that do not have a current EUR on file with ISD, submit report before construction begins and on March 10 and September 10 of each year. Each report must cover the previous month.

Data Required:

- Report should show work hours, for all company projects throughout Los Angeles County, by trade.
 - Hours are to be shown separately for journey workers, apprentices and trainees as indicated on the form.
 - A report that states **"No Work Performed in Los Angeles County"** should be submitted ONLY if the company has not worked for anyone within the geographic area of Los Angeles County during February and August.
2. **"Contractor's List of Federal and Non-Federal Work in Bid Condition Area"** Each contractor/subcontractor submitting a EUR must complete and attach this form to the first EUR. When there are substantial changes, an updated form must be submitted.
 3. **Notice of Subcontracts Awarded (Required of all Contractors)** Provide information on all subcontracts regardless of contract amount or tier. Information should be provided within 10 working days of preconstruction meeting. Complete and sign the bottom portion of the form.
 4. **Notice of Equal Employment Opportunity** This report must be completed by the Prime Contractor and all subcontractors, both union and non-union. Union contractors will send this notice to the union(s) with which they have a collective bargaining agreement or understanding. Non-union contractors will list the name and title of the company's Worker Representative. The Notice must indicate a Contractor representative and also be signed by the representative. All contractors will post a copy of this notice at the construction site. The originals of each must be forwarded to the address below.

The Prime contractor is responsible for collecting required EEO documents and reports from all subcontractors and forwarding the reports to the following address:

County of Los Angeles, Internal Services Department

1000 South Fremont Avenue

Bldg. A-9 East, 1st Floor, Unit #24

Alhambra, CA 91803

ATTN: Countywide Contract Compliance Section

Questions or requests for additional copies of form can be directed to the Internal Services Department Countywide Contract Compliance Section at (626) 943-5622.



EXHIBIT G - PROJECT SAFETY REQUIREMENTS AND PROCEDURES

All applicable safety rules must be obeyed. Failure to do so will result in strict disciplinary action.

1. For all work on federal projects on military bases, all subcontractors and their employees shall comply with all regulations of The US Army Corps of Engineers "Safety and Health Requirements Manual" EM 385-1-1, and CalOSHA "State of California Construction Safety Orders", Federal Occupational Safety and Health Standards CFR 29. For all work other than federal, strict compliance to CalOSHA must be maintained.
2. All Subcontractors and their employees are required to read the Job Site Specific Safety Plan, Activity Hazard Analysis, and MTM Construction's On-site Safety Rules before any work begins. They will be required to sign a statement to the effect that they have read, understood, and will comply with all these safety and health rules, regulations, policies, and procedures.
3. Know what emergency procedures have been established for your job site (Location of emergency phone, first aid kit, stretcher location, fire extinguisher locations, evacuation plan, etc.).
4. A competent person must be provided by each contractor to oversee their work and to assure compliance with all safety regulations.
5. Personal safety equipment must be worn as prescribed for each job. Proper PPE such as Hard Hats, Safety Shoes, Ear Protection, meeting ANZI Z41 standards and proper clothing **must be worn at all times**. There are no exceptions to this rule and first time offenders will be asked to leave the job site immediately.
6. All workers must wear Proper Eye Protection when using any power tool or hand tool that could cause injury from flying objects and when using torches and other equipment.
7. MTM Superintendents shall inspect all subcontractors' tools and equipment before work begins. Do not use power tools and equipment until you have been properly instructed in the safe work methods and become authorized to use them. Be sure that all guards are in place. Do not move, displace, damage, or destroy any safety device or safeguard furnished or provided for use on the job, nor interfere with the use thereof.
8. All defective tools and equipment shall be removed from the job immediately.
9. Proper Lock-out/Tag-out procedures **must be observed at all times**. Electrical circuits shall be de-energized before any work begins on circuits or components. **All electrical tools and cords shall be protected by GFCI.**
10. All electrical cords shall be free of any defects or electrical tape repairs. 16 gauge (orange) extension cords are not allowed on site.
11. Use of ladder shall conform to the latest edition of the Safety Codes for portable wood ladders, ANSI A14.4, portable metal ladders ANSI A14.2 and job made ladders ANSI A14.4. Portable ladders used as temporary access shall extend at least 3 feet past the landing and be securely tied to the structure.
12. Portable metal ladders shall not be used for electrical work or where they may be in contact with electrical conductors. Broken or damaged ladders shall be removed from site immediately and destroyed.
13. **Barricade danger areas.** Guard rails or perimeter cables may be required. Trenches over 5 feet deep must be shored or sloped as required. Keep out of trenches or cuts that have not been properly shored or sloped. Excavated or other material shall not be stored nearer than 2 feet from the edge of the excavation. Excavations less than 5 feet may also require cave in protection in some instances.
14. Never enter a manhole, well, shaft, tunnel, or other confined space which could possibly have a non-breathable atmosphere because of lack of oxygen or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids. Make certain a qualified person tests the confined area with an appropriate detector before entry, that the necessary safety equipment is worn. Standby person may be required to be stationed at the entrance.
15. Only authorized personnel shall be allowed to operate machinery and equipment; employee certificates shall be on file before work begins.
16. For work in federal bases, a Hot Work Permit must be obtained through the MTM Superintendent from the Area Fire Inspector before any welding, cutting, torch; soldering or any other open flame activities are conducted. Welding, burning, brazing, or torch cutting requires all workers to wear proper safety equipment, glasses, or face shield.
17. Observe good housekeeping at all times by removing slip, fall, or tripping hazards at the job site. Working under the influence of alcohol or drugs that could alter your performance is strictly prohibited.



EXHIBIT G - PROJECT SAFETY REQUIREMENTS AND PROCEDURES

18. The use of illegal drugs, alcohol, or being under the influence of the same on the project shall be cause for termination. Inform your supervisor if taking strong prescription drugs that warn against driving or using machinery.
19. Where work is exceeding 6 feet in height, or a floor elevation change, fall protection is required per EM 385-1-1. Harnesses and lanyards shall be utilized for fall protection as required in EM 385-1-1 and OSHA Construction Safety Standard.
20. MSDS Sheets must be submitted for the materials being installed prior to installation. MSDS Sheets must be on file at the job site. Failure to do so is a violation of OSHA and EM 385-1-1.
21. It is understood that MTM Construction, Inc. is not restricting the Subcontractor to the above rules and regulations only. Additional rules and regulations dictated by the job will be issued and enforced as required. Please ask MTM Project Manager, Superintendent, or Safety Officer if you have any questions on Safety Policies.

Labor Compliance Forms & Due Dates

| DOCUMENT TYPE | DUE DATE | CONTACT PERSON |
|--|---|--|
| 1. Checklist of Labor Law Requirements | Prior to Start of Work | cpr@mtminc.us |
| 2. Public Works Contract award information(DAS 140) including proof of Fax transmittal | Prior to Start of Work At least 48-72 hours before requesting for dispatch of apprentice | |
| 3. Request for Dispatch of an Apprentice(DAS 142) including proof of Fax transmittal | Prior to Start of Work At least 48-72 hours before requesting for dispatch of apprentice | |
| 4. Certified Payroll Reports | 1 st payroll submitted 7 days after the week-ending date Submitted weekly thereafter | |
| 5. Fringe Benefit Statement | Submitted with 1st payroll report or when any changes occur during the project | |
| 6. Proof of Fringe Benefit Payment | Due 15th of each month to California Apprenticeship Council | |
| 7. Public Works Affidavit | Submitted at the completion of the project | |

All forms are submitted on LCP Tracker for the following agencies:

- Los Angeles County, Department of Public Works
- Los Angeles County, Department of Parks & Recreation

All others, hard copies of labor compliance forms are submitted to MTM's office.

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) _____ DATE _____

COMPANY _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP CODE _____

PROJECT MANAGER _____ SUPERINTENDENT/FOREMAN _____

CERTIFIED PAYROLL _____ PHONE/EXT. _____

CONTRACTOR LICENSE NO. _____ EXP. DATE _____ SPECIALTY LICENSE NO. _____

SELF-INSURED CERTIFICATE NO. _____ WORKERS COMP. POLICY NO. _____

PROJECT NAME _____ PROJECT #/BID PACKAGE# _____

AWARDING BODY _____ ADVERTISEMENT DATE _____

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR _____

CONTRACT AWARD AMOUNT _____

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

Nondiscrimination in Employment

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

Proper Licensing

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

Unfair Competition Prohibited

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

Workers Compensation Insurance

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

Proof of Eligibility/Citizenship

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

Itemized Wage Statement

Labor Code Section 226 requires that employees be provided with itemized wage statements.

CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ (SIGNATURE) _____ (DATE)

Awarding Agency /Labor Compliance Program _____ (SIGNATURE) _____ (DATE)



EXHIBIT H - EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

Chapter 1 of Division 2 APPRENTICES ON PUBLIC WORKS

1773.3. An awarding agency whose public works contract falls within the jurisdiction of Section 1777.5 shall, within five days of the award, send a copy of the award to the Division of Apprenticeship Standards. When specifically requested by a local joint apprenticeship committee, the division shall notify the local joint apprenticeship committee regarding all such awards applicable to the joint apprenticeship committee making the request. Within five days of a finding of any discrepancy regarding the ratio of apprentices to journeymen, pursuant to the certificated fixed number of apprentices to journeymen, the awarding agency shall notify the Division of Apprenticeship Standards.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct. (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request. (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, 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), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a 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 obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.



EXHIBIT H - EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

(g) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) 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 progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall remain in effect only until January 1, 2003, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2003, deletes or extends that date.

1776. (a) Each contractor and subcontractor 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 public work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request. (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, 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), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated. 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 obliterated only to prevent disclosure of an individual's social security number.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. In the event that the contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each



EXHIBIT H - EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

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 progress payments then due.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. These stipulations shall fix the responsibility for compliance with this section on the prime contractor.

(i) The director shall adopt rules consistent with the California Public Records Act, (Chapter 3.5 (commencing with Section 6250), Division 7, Title 1, Government Code) and the Information Practices Act of 1977, (Title 1.8 (commencing with Section 1798), Part 4, Division 3, Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

(j) This section shall become operative January 1, 2003.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either (1) the apprenticeship standards and apprentice agreements under which he or she is training or (2) the rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (0).

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

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of



EXHIBIT H - EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that anyone of the following conditions is met: (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent. (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5. (3) There is a showing that the apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis. (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors 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.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprentice able craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of each fiscal year, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows: (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made. (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program. (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of administering this subdivision. (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which fund is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the division in administering this subdivision.



EXHIBIT H - EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprentice able occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081. 1777.6. 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 ground of the race, religious creed, color, national origin, ancestry, sex, or age, except as provided in Section 3077, of such employee.

1777.7. (a) (1) A contractor or subcontractor that is determined by the Chief of the Division of Apprenticeship Standards to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding one hundred dollars (\$100) for each full calendar day of noncompliance. The amount of this penalty may be reduced by the Chief if the amount of the penalty would be disproportionate to the severity of the violation. A contractor or subcontractor that knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where the noncompliance results in apprenticeship training not being provided as required by this chapter, shall forfeit as a civil penalty the sum of not more than three hundred dollars (\$300) for each full calendar day of noncompliance. Notwithstanding Section 1727, upon receipt of a determination that a civil penalty has been imposed by the Chief, the awarding body shall withhold the amount of the civil penalty from contract progress payments then due or to become due. (2) In lieu of the penalty provided for in this subdivision, the Chief may, for a first-time violation and with the concurrence of an apprenticeship program described in subdivision (d), order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(b) In the event a contractor or subcontractor is determined by the Chief to have knowingly committed a serious violation of any provision of Section 1777.5, the Chief may also deny to the contractor or subcontractor, and to its responsible officers, the right to bid on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one year for the first violation and for a period of up to three years for a second or subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Chief becomes a final order of the Administrator of Apprenticeship.

(c) (1) An affected contractor, subcontractor, or responsible officer may obtain a review of the determination of the Chief imposing the debarment or civil penalty by transmitting a written request to the office of the Administrator within 30 days after service of the determination of debarment or civil penalty. A copy of this report shall also be served on the Chief. If the Administrator does not receive a timely request for review of the determination of debarment or civil penalty made by the Chief, the order shall become the final order of the Administrator. (2) Within 20 days of the timely receipt of a request for review, the Chief shall provide the contractor, subcontractor, or responsible officer the opportunity to review any evidence the Chief may offer at the hearing. The Chief shall also promptly disclose any nonprivileged documents obtained after the 20-day time limit at a time set forth for exchange of evidence by the Administrator. (3) Within 90 days of the timely receipt of a request for review, a hearing shall be commenced before the Administrator or an impartial hearing officer designated by the Administrator and possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The affected contractor, subcontractor, or responsible officer shall have the burden of providing evidence of compliance with Section 1777.5. (4) Within 45 days of the conclusion of the hearing, the Administrator shall issue a written decision affirming, modifying, or dismissing the determination of debarment or civil penalty. The decision shall contain a statement of the factual and legal basis for the decision and an order. This decision shall be served on all parties and the awarding body pursuant to Section 10 13 of the Code of Civil Procedure by first-class mail at the last known address of the party that the party has filed with the Administrator. Within 15 days of issuance of the decision, the Administrator may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. (5) An affected contractor, subcontractor, or responsible officer who has timely requested review and obtained a decision under paragraph (4) may obtain review of the decision of the Administrator by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the final decision. If no timely petition for a writ of mandate is filed, the decision shall become the final order of the Administrator. The decision of the Administrator shall be affirmed unless the petitioner shows that the Administrator abused his or her



EXHIBIT H - EXCERPTS FROM THE CALIFORNIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS

discretion. If the petitioner claims that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in light of the entire record. (6) The Chief may certify a copy of the final order of the Administrator and file it with the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order. A judgment entered pursuant to this section shall bear the same rate of interest and shall have the same effect as other judgments and be given the same preference allowed by the law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section. An awarding body that has withheld funds in response to a determination by the Chief imposing a penalty under this section shall, upon receipt of a certified copy of a final order of the Administrator, promptly transmit the withheld funds, up to the amount of the certified order, to the Administrator.

(d) If a subcontractor is found to have violated Section 1777.5, the prime contractor of the project is not liable for any penalties under subdivision (a), unless the prime contractor had knowledge of the subcontractor's failure to comply with the provisions of Section 1777.5 or unless the prime contractor fails to comply with any of the following requirements: (1) The contract executed between the contractor and the subcontractor or the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815. (2) The contractor shall continually monitor a subcontractor's use of apprentices required to be employed on the public works project pursuant to subdivision (d) of Section 1777.5, including, but not limited to, periodic review of the certified payroll of the subcontractor. (3) Upon becoming aware of a failure of the subcontractor to employ the required number of apprentices, the contractor shall take corrective action, including, but not limited to, retaining funds due the subcontractor for work performed on the public works project until the failure is corrected. (4) Prior to making the final payment to the subcontractor for work performed on the public works project, the contractor shall obtain a declaration signed under penalty of perjury from the subcontractor that the subcontractor has employed the required number of apprentices on the public works project.

(e) Any funds withheld by the awarding body 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.

(f) The Chief shall consider, in setting the amount of a monetary penalty, in determining whether a violation is serious, and in determining whether and for how long a party should be debarred for violating this section, all of the following circumstances: (1) Whether the violation was intentional. (2) Whether the party has committed other violations of Section 1777.5. (3) Whether, upon notice of the violation, the party took steps to voluntarily remedy the violation. (4) Whether, and to what extent, the violation resulted in lost training opportunities for apprentices. (5) Whether, and to what extent, the violation otherwise harmed apprentices or apprenticeship programs. If a party seeks review of a decision by the Chief to impose a monetary penalty or period of debarment, the Administrator shall decide de novo the appropriate penalty, by considering the same factors set forth above.

(g) The interpretation of Section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council. The Administrator may adopt regulations to establish guidelines for the imposition of monetary penalties and periods of debarment and may designate precedential decisions under Section 11425.60 of the Government Code.

**NOTE: THE ABOVE CALIFORNIA LABOR CODE SECTIONS ARE AVAILABLE FROM THE
INTERNET @www.dir.ca.gov/.**

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: <http://www.dir.ca.gov/das/PublicWorksForms.htm> for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

| | |
|---|---|
| NAME OF YOUR COMPANY | CONTRACTOR'S STATE LICENSE NO |
| MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE | AREA CODE & TELEPHONE NO. |
| NAME & ADDRESS OF PUBLIC WORKS PROJECT | DATE YOUR CONTRACT EXECUTED |
| | DATE OF EXPECTED OR ACTUAL START OF PROJECT |
| NAME & ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT | ESTIMATED NUMBER OF JOURNEYMEN HOURS |
| | OCCUPATION OF APPRENTICE |
| THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S)) | ESTIMATED NUMBER OF APPRENTICE HOURS |
| | APPROXIMATE DATES TO BE EMPLOYED |
| | |

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. We are already approved to train apprentices by the _____
Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. We will comply with the standards of _____
Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ Date _____

Typed Name _____

Title _____

**State of California - Department of Industrial Relations DIVISION
OF APPRENTICESHIP STANDARDS**



REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: _____ for _____ about programs in your area and trade. You may also consult your local Division Apprenticeship Office (DAS) office whose telephone number may be found in your local directory under California, State of, @ Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of _____ work, you must request and employ apprentices in no less than 8 hour increments.**

| | |
|--|---|
| Date: _____ | Contractor Requesting Dispatch: |
| To Applicable Apprenticeship Committee: Name: _____ Address: _____ _____ Tel. No. _____ Fax No. _____ | Name: _____ Address: _____ _____ License No. _____ Tel. No. _____ Fax No. _____ |

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ Craft or Trade: _____

Date Apprentice(s) to Report: _____ (72 hrs. notice required) Time to Report: _____

Name of Person to Report to: _____

Address to Report to: _____

*You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. **Proof of submission may be required.** Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit <http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>*

DAS 142 (Revised 04/14)



FRINGE BENEFIT STATEMENT

| | | |
|--|----------------------------|----------------------------|
| Contract No.: | Project Name: | Date: |
| <p>INSTRUCTIONS: This form is to be submitted with the first certified payroll. In order that the Fringe Benefit rates can be used for checking payrolls or applied to Force Account work which may be done on the above contract the hourly rates for fringe benefits, subsistence and/or travel allowance payment (as required by collective bargaining agreements) made for employees on the various classes of work are tabulated below. THIS DOCUMENT CONTAINS PERSONAL INFORMATION AND PURSUANT TO CIVIL CODE 1796.21, IT SHALL BE KEPT CONFIDENTIAL IN ORDER TO PROTECT AGAINST UNAUTHORIZED DISCLOSURE.</p> | | |
| Classification: | Effective Date: | Subsistence or Travel Pay: |
| Health and Welfare \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Pension \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Vacation/Holiday \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Training and/or Other \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Classification: | Effective Date: | Subsistence or Travel Pay: |
| Health and Welfare \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Pension \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Vacation/Holiday \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Training and/or Other \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Classification: | Effective Date: | Subsistence or Travel Pay: |
| Health and Welfare \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Pension \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Vacation/Holiday \$ | Trust Fund Paid To: (Name) | |
| | Address: | |
| Training and/or Other \$ | Trust Fund Paid To: (Name) | |
| | Address: | |

Supplemental statement must be submitted during the progress of work should a change in rate of any of the classifications be made. I CERTIFY THAT THE FRINGE BENEFIT PAYMENTS ARE MADE TO THE APPROVED PLANS, FUNDS OR PROGRAMS AS LISTED ABOVE.

| | | |
|--------------------------------------|---------------------|-----------|
| Submitted (Contractor/Subcontractor) | By (Name and Title) | Signature |
|--------------------------------------|---------------------|-----------|

PUBLIC WORKS AFFIDAVIT
California Labor Code §1775(b)(4)

The undersigned Contractor/Subcontractor has complied with the provisions of the California Labor Code §1771, §1773.1, §1775, §1776, §1777.5, §1813 and §1815, and has paid all employees the specified general prevailing rate of per diem wages to its employees, and any amounts due pursuant to §1813, on the public project:

Project Name: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 201__ at
_____, California.

(Company Name)

(Company Representative's Name/Title)

(Signature of Company Representative)

(Approved by Labor Compliance Officer/Program Manager)

NOTE: No final payment or retention shall be paid to the contractor until it certifies that all benefit payments owed by the contractor are made or otherwise guaranteed.

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)



I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

EXHIBIT J

INVOICE AND PAYMENT REQUEST

BILL TO:



16035 Phoenix Drive
 City of Industry, CA 91745
 Tel: (626) 934-1112, Fax: (626) 934-1113

Date: _____
 Period To: _____
 Project No: _____
 Invoice No: _____
 Site Address: _____

Subcontractor*: _____ License No: _____
*Company Name Exactly As It Appears On Your Contractors State License
 DBA Name: _____ Federal Tax ID No: _____
 Address: _____
 Acc Dept. Phone: _____
 Acc Dept. Fax: _____ Acc Dept. E-mail: _____

| | | | |
|---|--|--|---------------------|
| <p>**Failure to attach applicable document(s) may result in delays in payment.**</p> <p>CERTIFIED PAYROLL DOCUMENTS SUBMITTED YES _____ NO _____ RELEASE OF PAYMENT FOR THIS INVOICE (ATTACHED) YES _____ NO _____ PRELIMINARY NOTICE FILED VENDOR'S RELEASE (ATTACHED) YES _____ NO _____ UNCONDITIONAL RELEASE FOR PREVIOUS PAYMENT (ATTACHED) YES _____ NO _____ MTM'S CONTRACT & CHANGE ORDER FORM SIGNED YES _____ NO _____</p> | | | MTM USE ONLY |
| | | | Ins: _____ |
| | | | T: _____ |
| | | | C: _____ |
| | | | R: _____ |
| | | | P: _____ |
| | | | U: _____ |
| Ct: _____ | | | |

| WORK DESCRIPTION & COMMENTS | PROGRESS PAYMENT SUMMARY | | | |
|-----------------------------|---|------|----------------|-------------|
| | 1 Initial Contract Amount | | | 0.00 |
| | 2 Approved Change Amount | | | 0.00 |
| | 3 Total Contract Amount | | | 0.00 |
| | 4 Value of Work Completed | 0 % | | 0.00 |
| | 5 Amount of Retainage | 5 % | | 0.00 |
| | 6 Subtotal | | | 0.00 |
| | Previous Invoice and Payment Info | | | |
| | | Date | Invoice Number | Check # |
| | | | | Amount |
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | 5 | | | |
| | 6 | | | |
| | 7 | | | |
| | 8 | | | |
| | 9 | | | |
| | 10 | | | |
| | 7 Total Previous Invoice and Payment Amount | | | 0.00 |
| | <p style="color: red;">*** Please include all invoices even though it has not been paid yet</p> <p style="color: red;">*** Must attach Unconditional Release for Previous Payment</p> | | | |
| | 8 Amount of This Payment | | | 0.00 |
| | 9 Balance | | | 0.00 |
| | 10 Final Payment | Yes | | |
| | | No | | |

SUBCONTRACTOR CERTIFICATION
 I here by certify to the best of my knowledge and belief that the amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract, that current payment shown herein, is now due and has not been previously paid, that all work accomplished was in compliance with applicable local, state, and federal codes and standards and was accomplished standard of quality

| P.M | V.P | President | MTM INV # | COMMENTS |
|-----|-----|-----------|-----------|----------|
| | | | | |

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

JOC #:

Invoice #:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - Date(s) of waiver and release: _____
 - Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

Through Date:

Invoice #:

JOC#:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

JOC#:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: \$

Check Payable to:

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:

Name of Customer:

Job Location:

Owner:

JOC#:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:



EXHIBIT L - STANDARD SUPPLIER AND SUBCONTRACTOR JOINT CHECK AGREEMENT

Subcontract No. _____
Project Name: _____
Project Address: _____

IMPORTANT: READ VERY CAREFULLY

NOTICE TO SUPPLIERS - BY SIGNING THIS AGREEMENT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. If you sign a joint check and the check is cashed, you will be treated by MTM Construction, Inc. as if you were paid, even if you didn't get the money. You agree you have been paid whether or not you get any of the money from the check.
2. MTM Construction, Inc. will apply the payment shown on the joint check to the Subcontract Number listed above even if the work, labor, or materials is used on another jobsite. Any agreement you make to the contrary is void as to MTM Construction, Inc., unless otherwise expressly put in writing and signed by the President or Vice President of MTM Construction, Inc.
3. MTM Construction, Inc. can use the joint checks in court to prove you were paid if you sue MTM Construction, Inc., its bonding company, or the owner of the project, because you were not paid for some or all of the work or labor or materials you perform during the project. It will not matter if you actually received the payment or not.
4. You agree to allow access by MTM Construction, Inc. personnel to information as to the status of your account with the Subcontractor/Supplier whose name appears on the joint check.
5. You agree to deliver all materials or services to the above jobsite address - no "Will Call." Invoices for other projects will not be considered.
6. Joint checks will be issued according to an approved schedule of values and the terms and conditions of MTM Construction, Inc.'s Subcontract Agreement. MTM Construction, Inc. will issue joint checks only on draws which are due and for which MTM Construction, Inc. has been paid by the Owner of the Project above.

ATTENTION! DO NOT ENDORSE A JOINT CHECK UNLESS YOU RECEIVE PAYMENT

NOTICE TO SUBCONTRACTORS - BY SIGNING THIS AGREEMENT YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. All checks will be joint checks unless you present MTM Construction, Inc. with an unconditional final waivers and releases for the current pay period from the Sub-Subcontractor and/or Suppliers whose work is the subject of the Payment Application.
2. If MTM Construction, Inc. is denied access to information on the status of the Sub-Subcontractor or material supplier's account with you, all checks will be joint.
3. You will see to it that the joint check is properly endorsed by all payees before it is cashed.
4. Once the joint check is cashed, you are considered paid whether you get any money from the check or not.
5. This Agreement does not change or affect your obligation to pay your supplier or Sub-Subcontractor.
6. This Agreement does not change or affect the terms and conditions of the Subcontract Agreement.

The parties agree that MTM Construction, Inc. shall make all payments by joint check according to the above terms and conditions if the company received any preliminary notice on behalf of a named subcontractor/supplier.

Check One that Applies: _____ Subcontractor _____ Supplier

Signature of Authorized Person/Title: _____

Firm: _____

Date: _____



EXHIBIT M

CALIFORNIA LABOR CODE SECTIONS 1771, 1775, 1776, 1777.5, 1813, AND 1815

California Labor Code Section 1771 (Payment of general prevailing rate):

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

California Labor Code Section 1775(Penalties for violations):

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under

Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied

before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.



(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1776(Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations):

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.



- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, 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), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
- (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
- (g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A



contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

California Labor Code Section 1777.5 (Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions):

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

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

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.



(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.



(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

California Labor Code Section 1813 (Forfeiture for violations; contract stipulation; report of violations):

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

California Labor Code Section 1815 (Overtime):

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.