



## SUBCONTRACT ADDENDUM FOR CALIFORNIA PUBLIC WORKS PROJECTS

1. The attached provisions of California Labor Code sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 are incorporated into this Subcontract. Subcontractor agrees to comply with all of the above-referenced provisions applicable to the performance of its work on this project. Specifically, Subcontractor agrees to:
  - a. Pay all workers 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.
  - b. Pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter.
  - c. Adhere to the compliance measures outlined in California Labor Code section 1775(b) attached hereto for any second tier subcontractor that Subcontractor chooses to use on this project.
  - d. Submit certified payroll records to Contractor on a weekly basis. Records shall be provided no later than five (5) days following the last day of each workweek.
  - e. Submit to Contractor within five (5) days of a written request all payroll records as defined by California Code of Regulations section 16000, "Payroll Records".
  - f. Comply with the applicable requirements and joint apprenticeship standards as required by California Labor Code section 1777.5.
2. Prior to receiving final payment for work performed on this project, Subcontractor shall sign an affidavit, attached hereto and incorporated into this Subcontract, under penalty of perjury certifying that Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees for the proper craft needed to fulfill the obligations of this Subcontract.
3. Subcontractor agrees to defend, indemnify, and hold harmless the Contractor for any violations of the above-referenced California Labor Code provisions that were caused by Subcontractor's failure to comply with California Labor Code sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 provisions or with any other applicable provision of the California Labor Code.

\_\_\_\_\_ Subcontractor Initials

\_\_\_\_\_ Date Reviewed .

**AFFIDAVIT OF COMPLIANCE WITH CALIFORNIA PREVAILING WAGE LAW, CALIFORNIA  
LABOR CODE SECTIONS 1720-1815**

The undersigned, being duly sworn, states as follows:

1. I am \_\_\_\_\_ for  
(Print Name) (Title).  
\_\_\_\_\_  
(Subcontractor) (Contractor)  
for \_\_\_\_\_  
on the \_\_\_\_\_ . I am familiar with the payroll practices of  
(Project)  
\_\_\_\_\_ on the Project. One of my duties and responsibilities is to ensure  
(Subcontractor)  
compliance with the California Prevailing Wage Law, Labor Code sections 1720-1815, on the Project. I make  
this sworn statement pursuant to Labor Code section 1775, subdivision (b)(4), and section 1777.7, subdivision  
(d)(4).

2. I have reviewed the payroll practices and the payroll records for Subcontractor on the Project. Subcontractor's payroll records for the Project are accurate and complete. Subcontractor has paid the specified prevailing rate of wages to each of its employees on the Project as required by the California Prevailing Wage Law, including required training fund contributions, has paid any amounts due such employees under California Labor Code section 1813 and has employed the required number of apprentices on the Project.

3. I have also reviewed the payroll practices of each of Subcontractor's subcontractors on the Project. Each of Subcontractor's subcontractors has paid the specified prevailing rate of wages to its employees, including required training fund contributions, has paid any amount due such employees under Labor Code section 1813, has employed the required number of apprentices on the Project, and has provided Subcontractor with an affidavit that complies with Labor Code section 1775, subdivision (b)(4), and section 1777.7, subdivision (d)(4).

4. I understand Contractor is relying upon the truth of the contents of this sworn statement in making final payment to Subcontractor for work performed on the Project and may suffer damages if my sworn representations are not true. In the event of an investigation of Subcontractor's prevailing wage compliance on the Project, Subcontractor will provide timely and effective assistance to Contractor in responding to the investigation including making necessary corrections to payroll records, as well as paying wages, penalties, or liquidated damages asserted, plus Contractor's costs, and reasonable attorney's fees resulting from the investigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_ at  
(Date)  
\_\_\_\_\_, California.  
(City)

\_\_\_\_\_  
(Signature)

State of \_\_\_\_\_ )  
)ss.  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_