

Contracted Motor Carrier Required Documents

Sub-haul Checklist

All the below requirements are to be completed and received prior to working for Syndicate Freight Brokerage.

- Syndicate Freight Brokerage Sub-haul Agreement. - Contracted Motor Carrier Agreement.
- Contact Information.
- A Copy of your Motor Carrier Permit, which states the CA Number and the Expiration Date along with the completed and signed "Motor Carrier Certificate of Compliance" Form.
- Proof of Incorporation, Corporation or LLC. (E-mail document).
- Completed W-9 Form.
- Copy of Current Drug Certificate (E-mail document).
- Drug and Alcohol Clearing House.
- Owner Operators Must have a current copy of Driver's License and Medical Card.
- CARB Certificate (E-mail Document).
- Proof of CHP B.I.T Program (E-mail Document).
- Equipment List.
- A Certificate of Truck Insurance Naming "**Syndicate Freight Brokerage Inc.**" as Certificate Holder and Additional Insureds with No Less than \$1,000,000.00 Combined Single Limits. The Additional Insured Endorsement must be addressed to Syndicate Freight Brokerage Inc., Your insurance broker must request this page from the carrier.
- Certificate of Worker's Compensation Insurance Naming Syndicate Freight Brokerage Inc.
- DIR Registration to include expiration and Page One of Two, Completed Labor Law Code Affidavit, Exhibit B.

If you have any questions regarding the above, please contact John Hinke at (707)-772-6650 or email John@syndicatefreightbrokerage.com.

P.O. BOX 94 US DOT 3942302
Petaluma, CA 94953
707-772-6650

SYNDICATE
FREIGHT BROKERAGE INC

Contracted Motor Carrier Agreement

Contracted Motor
Carrier _____

Mailing City _____ State _____ Zip _____
Address _____

Physical City _____ State _____ Zip _____
Address _____

Telephone Number _____ Fax _____ Email _____
Number _____

Emergency Contact _____ Emergency
Phone _____

Contracted Motor Carrier, agrees as follows:

Contracted Motor Carrier, is an independent contractor, agrees to transport freight for the **Prime Carrier** during the duration of the agreement, and to furnish all required equipment and perform all services as to be required. Contracted Motor Carrier shall pay all costs and expense incidental to performance of such transportation service shall indemnify **Prime Carrier** against any loss, damage, or expense in connection therewith unless otherwise provided herein.

Contracted Motor Carrier, as an independent contractor, agrees to transport freight for **Prime Carrier** during the duration of the agreement, and to furnish all equipment and perform all service as may be required. **Contracted Motor Carrier** shall pay all costs and expense incidental to the performance of such transportation service and shall indemnify Prime Carrier against any loss, damage, or expense in connection therewith unless otherwise provided herein.

Contracted Motor Carrier shall, at his/her expense, secure and maintain in effect, during the duration of this agreement, public liability, and property damage insurance, in amounts and with companies satisfactory to **Prime Carrier**. Such policy shall contain a provision stating that **Prime Carrier** be given at least thirty (30) days' notice prior to the termination of such insurance. Such policy shall also name the Prime Carrier as

"ADDITIONAL INSURED." PRIME CARRIER SHALL BE FURNISHED WITH EVIDENCE OF SUCH INSURANCE

Contracted Motor Carrier shall be responsible for and carry adequate worker's compensation insurance and pay all applicable premiums pertaining to any and all employees of the **Contracted Motor Carrier**, as may be required by this contract or law. Contracted Motor Carrier shall be conclusively deemed an independent contractor and in exclusive control of said vehicles, equipment, drivers, or other personnel used by **Contracted Motor Carrier**.

Provided, however, **Contracted Motor Carrier** agrees to employ capable and responsible employees to operate its vehicles safely and expeditiously and to maintain his/her vehicles as to efficiently perform the services required. Contracted Motor Carrier shall not act, or be deemed for any purpose whatsoever, as an employee of Prime Carrier. All employees of Contracted Motor Carrier shall be

his/her employees only and shall not be considered for any purpose whatsoever as employees of Prime Carrier.

Owner Operator waiver of Workers Compensation:

Contracted Motor Carrier certifies/ under penalty of perjury/ that Contracted Motor Carrier is an owner operator/ subcontractor/ and does not employ drivers/ for which Contracted Motor Carrier does not need workers compensation insurance. **Contracted Motor Carrier is the sole operator and driver. (ONLY SIGN BELOW OWNER OPERATOR.)**

Signature

Date

Contracted Motor Carrier warrants and represents that, to the best of his/her knowledge, the CA #, referred to above, is presently effective and authorizes transportation of the freight to be carried under this agreement. That said, Contracted Motor Carrier is in full compliance with all requirements and regulations of said commission, and in the event that his operative permit is suspended or canceled, he/she will immediately so notify Prime Carrier, and discontinue hauling, under this agreement.

Contracted Motor Carrier, shall supply Broker with a DMV employer Pull Notice Program

Prime Carrier's Required Documentation Subhauled understands and agrees that originals of Prime Carrier's Non-negotiable Bill of Lading and Transportation Agreement, together with any shipping documents, weight tickets or certificates, statements, freight bills, receipts or other documentation required by Prime Carrier (collectively, the "Load Documentation"), fully executed and signed by Prime Carrier's customer, contractor or debtor (the "Customer"), must be submitted to the Prime Carrier in the following take photo of each crop and upload the "Load Documentation" by 7:00 am the next business day. Each Day "Load Documentation" not uploaded will be a **Back Charge** per day deducted on that freight day until all required documents are uploaded and completed.

All excessive loading, dumping or travel times must be explained on the tag. Long delays will be subject to deductions if unsatisfactory comments are given. Have foreman sign for no lunch or to pay for any delays on the jobsite. The Job Foreman must initial any changes on freight bill such as starting before your assigned dispatched time, no lunch etc., otherwise these will not be paid.

If confirmed dispatch and the truck does not show up, will be entered on "Truck Earnings" as Back Charge.

Percentage of the Pay Rate Unless otherwise agreed to in writing, the Prime Carrier agrees to pay Subhauled compensation for services rendered under this Agreement in an amount equal to but not less than 95% of the "Pay Rate" expressed as a rate per ton, per hour or per load received by the Prime Carrier from the Customer for Subhauled's services. Subhauled agrees to accept such compensation as payment in full for Subhauled's services, and such compensation shall be considered binding if the Subhauled provides services at the Pay Rate offered by the Prime Carrier.

Monthly Settlement Statement No later than thirty (30) days after the Subhauled submits proper, fully signed and complete Load Documentation as required herein, the Prime Carrier will prepare a monthly settlement statement covering, and submit payment for, the transportation services performed by Subhauled under this Agreement. The monthly settlement statement shall be deemed final and binding on Subhauled, unless written notice of any alleged underpayment or overcharge is provided to the Prime Carrier within ten (10) calendar days after receipt thereof by Subhauled. Cashing or otherwise negotiating a check accompanying a monthly settlement statement coupled with a failure to provide written notice of any alleged underpayment or overcharge shall constitute and be deemed a complete waiver by Subhauled of any and all claims of underpayment or overcharge or rights to additional compensation due for such transportation services. Subhauled agrees that Prime Carrier has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, Subhauled agrees to refrain from all collection efforts against the shipper, receiver, or the Customer. Subhauled shall not withhold any goods of the

Customer on account of any dispute as to rates or any alleged failure of Prime Carrier to pay charges incurred under this Agreement. Subhauled is relying upon the general credit of Prime Carrier and hereby waives and releases all liens which Subhauled might otherwise have to any goods of Customer in the possession or control of Subhauled.

Safety - Tool Requirement for Driver: Work Boot, Pants, Safety Vest, Hard Hat, Gloves, Safety Goggles, Shovel for dump



box.

Truck Boss will carry and have available safety equipment and back charge to the driver.

The Contracted Motor Carrier hereby authorizes that fuel, lubricants, tires, repairs and parts etc. charged to the Prime Carrier shall be deducted from the truck earnings. A 15% service charge will be added to all items charged to the Prime Carrier on behalf of the Contracted Motor Carrier.

Subhauled Requirement Compliance – Email/ Upload 90-Day Bit Inspection Forms, Email CARB Certificate.

If not Compliant truck will not be dispatched, if missing paperwork you will not be dispatched until paperwork is email/uploaded and received.

This agreement shall be effective immediately and continue until terminated by Prime Carrier or Contracted Motor Carrier.

Contracted Motor Carrier CERTIFIES BY SIGNING THAT HE/SHE, HAS READ, UNDERSTANDS, AND AGREES TO PAGES ONE (1), TWO (2) AND THREE (3) OF THIS "CONTRACTED MOTOR CARRIER AGREEMENT".

PRIME CARRIER

Syndicate Freight Brokerage Inc. _____

Signed _____

Title _____ Date _____

CONTACTED MOTOR CARRIER

Signed _____

Title _____ Date _____

EXHIBIT A
CALIFORNIA PREVAILING WAGE STATUTES

§ 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.

§ 1775. Penalties for violations

(a)(i) 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: 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.

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.

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.

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.

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.

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

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.

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:

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.

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.

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.

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.

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.

§ 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules.

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:

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

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.

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:

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.

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 and the Division of Labor Standards Enforcement of the Department of Industrial Relations. 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 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. Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, 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).

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.

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 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 multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(S)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. 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 social security number.

(f)(I) 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.

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.

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 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.

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

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.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprentice able craft or trade; exemptions; contributions; compliance program

This chapter does not prevent the employment of properly registered apprentices upon public works.

(b)(l) 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.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other pre employment process as a condition of employment, the apprentice shall be paid for the time spent on the required pre employment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on pre employment activities if the apprentice is required to take a pre employment drug or alcohol test and he or she fails to pass that test.

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:

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

The rules and regulations of the California Apprenticeship Council.

If 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 apprentice 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. "Apprentice craft or trade," as used in this section, means a craft or trade determined as an apprentice 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).

Before 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.

The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities. 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 if the contractor agrees to be bound by those standards. However, 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.

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. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, 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.

A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who 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).

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 Administrator of Apprenticeship 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.

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:

Unemployment for the previous three-month period in the area exceeds an average of 15 percent. The number of apprentices in training in the area exceeds a ratio of 1 to 5.

There is a showing that the apprentice 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.

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} If 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}{l} 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 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}{A} 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 Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows: {i} 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.

{ii} If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

{iii} All training contributions not distributed under clauses {i} and {ii} shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

{B} An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

{C} The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(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 moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

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 occupations with the prime contractor.

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).

An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

§ 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.

§ 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 ½ times the basic rate of pay.



EXHIBIT B

LABOR CODE§§ 1775(b)(4), 1777.7(e)(4)

AFFIDAVIT

I, _____, the undersigned am _____
(Name) _____ (Title/Position)

with the authority to act for and on behalf of _____
(Subhauler name)

And certify under penalty of perjury that (1) _____
(Subhauler name)

has been paid or has paid the specified general prevailing rate of per diem
wages to its employees on

_____ and any amount due pursuant to Section 1813 and (2)
(project name)

has employed the required number of apprentices on the project.

Date: _____ Signature: _____

Company

Equipment Type	Number of Units	Ditch Gates	Chip bar	Tarp	Rock box	Length
Supertags						
SuperDumps						
Super-Ten						
10-Wheeler						
Transfer						
High Side Transfer						
Semi Bottoms						
Double Bottoms						
End Dump						
High Side End Dump						
Side Dump						
Bobtail Dump						
Flatbed						
Dry Van						
Refrigerated Van						
Tanker Food Grade						
Curtain Van						
Cement Trailer						
Bobtail						