



Wage and Fringe Benefit Information

CAFS Apprenticeship & Training Committee Waiver and Release

As a courtesy to our apprenticeship training program subscribers, the CAFSA Apprenticeship & Training Committee provides general information about the wages and fringe benefits that CAFSA apprentices are to be paid while working on contracts covered by the Federal Davis Bacon Act and/or the California Prevailing Wage Law or otherwise subject to the payment of wages and fringe benefits for private work regulated under Section 208 of Title 8 of the California Code of Regulations. It must be understood, however, that it is the sole and exclusive legal responsibility of the employing Contractor to ascertain and pay the correct wages rates and fringe benefits.

There is important information that must be evaluated in determining the correct wage rates and fringe benefits to be paid apprentices. This information is in the possession of the employing Contractor or the employing Contractor can obtain such information, including, for example, the applicable bid date for deciding which wage determination to use, predetermined wage increases under state law, and coverage differences between Federal and State wage law. CAFSA is not in a position to obtain this information and cannot be responsible for gathering information for an employing Contractor.

Consequently, your participation in the CAFSA program is conditioned upon your acknowledgement and agreement of the following:

1. As the employing Contractor, you are solely and exclusively responsible for obtaining and paying the correct wages and fringe benefits to apprentices dispatched to you:
2. CAFSA is not legally responsible for providing you with accurate wage and fringe benefit information for employment of apprentices; and
3. As the employing Contractor, you waive and release CAFSA, its trustees, officers, employees, agents and representatives from any and all losses, damages or claims arising out of any wage or fringe benefit information CAFSA provides to you including any claims dealing with penalties, debarment or other direct or indirect losses or damages resulting from your noncompliance with federal, state or local law irrespective of California Civil Code Section 1542 which provides, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

I have read the foregoing Waiver and Release, and based upon the consideration of my continued participation in the WECA program, I fully and voluntarily agree to its terms.

Company Name: _____

Authorized Representative Signature: _____ Date: _____