

## DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR  
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March 22, 2002

Dennis B. Cook, Esq.  
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Re: Public Works Case No.2001-038  
Warranty Work - City of Stockton Essential Services Building  
and Parking Garage

Dear Mr. Cook:

This letter constitutes the determination of the Director of the Department of Industrial Relations regarding coverage of the above-referenced project under California's prevailing wage laws and is made pursuant to Title 8, California Code of Regulations, section 16001 (a). Based upon my review of the documents submitted and an analysis of the relevant facts and the applicable law, I have determined that the warranty work of Carmel Steel on the construction of the Stockton Essential Services Building and Parking Garage ("the Project") is a public work subject to the payment of prevailing wages.

This case involves warranty repair work performed under contract in connection with installation of windows and window hardware, including windowsill adapters (drywall adapters), which are part of the frame surrounding the windows. These windows were installed by Engineered Glass Walls, Inc. ("EGW"), under a subcontract work order with prime contractor, Turner Construction Company ("Turner"). Turner had entered into a general contract with the City of Stockton ("the City") for construction of the Project.

EGW contracted with Carmel Steel, Inc. to supply the drywall adapters. Part of the process requires the adapters to be painted in the shop. Because of defects in material and workmanship that were discovered after installation, the drywall adapters had to be repainted in the field by employees of Carmel Steel.

Labor Code section<sup>1</sup> 1720(a) defines public work to mean "Construction, alteration, demolition or repair work performed

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<sup>1</sup> All section references are to the Labor Code.

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under contract and paid for in whole or in part out of public funds . . . ."

Section 1772 provides that workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work.

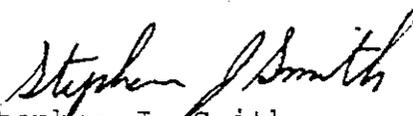
The repainting work involved herein is a public work under section 1720(a) because it is repair work and part of the construction performed under a contract between EGW and Carmel Steel. The work was also paid for with public funds because the City funded the general contract under which subcontracts were entered into and the warranty obtained.

The repainting work is also a public work under section 1772. The Project is a public work done under contract between Turner and the City, and paid for with City funds. Carmel Steel is a subcontractor to EGW as it placed employees on the job site to perform the construction and repair warranty work, which was done in the execution of the Project.

In your coverage request you referenced a May 1, 1997 letter from a senior deputy labor commissioner wherein he opined that post-installation warranty work by factory representatives on their product does not require the payment of prevailing wages. Please note that the Director of Industrial Relations has the sole authority to issue public works coverage determinations. Consistent with the rationale in past precedential public works coverage determinations,<sup>2</sup> warranty work such as that involved on this Project is a public work for which prevailing wages must be paid.

I hope this determination letter satisfactorily answers your inquiry.

Sincerely,

  
Stephen J. Smith  
Director

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<sup>2</sup> See Public Works Determination Case No. 92-034; Calexico Airport Hangar (January 25, 1993) and Public Works Determination Case No. 96-008, Metal Roofing Replacement Job/City of Vacaville (July 17, 1996).