Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Approve Categorical Exemption under California Environmental Quality Act (CEQA) and Award Public Works Agreement for Sidewalk Repair for Handicap Accessibility (CDBG #602073-19), I-135. Expenditure: $1,437,450 (Non-General Fund).

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Determine that the approval of Sidewalk Repair for Handicap Accessibility (CDBG #602073-19), I-135 is categorically exempt from environmental review pursuant to Section 15301(c) of the Guidelines implementing California Environmental Quality Act ("CEQA"); and

2. Approve the specifications for the Sidewalk Repair for Handicap Accessibility (CDBG #602073-19), I-135 (B2019-41); and

3. Appropriate $195,540 of TDA Article 3 funds to the Sidewalk Repair for Handicap Accessibility, I-135, and authorize any future interest earned on these funds to also be appropriated to the project;

4. Award a Public Works Agreement to Gentry General Engineering, Inc. ("Gentry") of Rancho Cucamonga, CA, (B2019-41) in the amount of $1,369,000 and authorize a 5% contingency of $68,450 for construction of the Sidewalk Repair for Handicap Accessibility (CDBG #602073-19) I-135, for a two-year period beginning October 15, 2019 and ending October 14, 2021.

Funding

Funding is available from the following sources:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-General Fund: Community Development Block Grant (&quot;CDBG&quot;) Funds</td>
<td>$558,503.20</td>
</tr>
<tr>
<td>Non-General Fund: SB1 Road Maintenance and Rehabilitation Funds</td>
<td>$683,406.80</td>
</tr>
<tr>
<td>Non-General Fund: TDA Article 3 Funds</td>
<td>$195,540.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,437,450.00</strong></td>
</tr>
</tbody>
</table>
BACKGROUND

Segments of sidewalk within the City of Torrance have been displaced by the roots of City-owned parkway trees. This project will remove and replace localized areas of displaced sidewalk in the neighborhood bounded by Sepulveda Blvd, Hawthorne Blvd, Lomita Blvd and Anza Ave, as shown in the Location Map (Attachment B). The project will construct new sidewalks to provide a continuous, unobstructed walking surface. Also, trees causing the sidewalk displacements will be removed and replaced or root pruned where required to reconstruct the sidewalk at proper grade.

ANALYSIS

Categorical Exemption (CEQA)

Pursuant to CEQA Section 15301(c), maintenance or repair of existing streets involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination are categorically exempt from the provisions of CEQA.

Award of Public Works Agreement for Construction

The project was advertised for public bid on August 14 and August 18, 2019 in the Daily Breeze as B2019-41. In addition, the Notice Inviting Bids was sent to ten (10) construction industry trade papers on August 12, 2019. A total of six (6) bids were received and opened on August 28, 2019 with the following results:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Vendor</th>
<th>City</th>
<th>State</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1*</td>
<td>Gentry General Engineering, Inc.</td>
<td>Rancho Cucamonga</td>
<td>CA</td>
<td>$1,369,000</td>
</tr>
<tr>
<td>2</td>
<td>FS Contractors, Inc.</td>
<td>Sylmar</td>
<td>CA</td>
<td>$1,499,775</td>
</tr>
<tr>
<td>3**</td>
<td>Kalban, Inc.</td>
<td>Santa Clarita</td>
<td>CA</td>
<td>$1,513,430</td>
</tr>
<tr>
<td>4</td>
<td>Vido Samarzich, Inc.</td>
<td>Rancho Cucamonga</td>
<td>CA</td>
<td>$1,533,400</td>
</tr>
<tr>
<td>5**</td>
<td>S &amp; H Civilworks</td>
<td>Colton</td>
<td>CA</td>
<td>$1,659,000</td>
</tr>
<tr>
<td>6</td>
<td>Leonida Builders, Inc.</td>
<td>Santa Clarita</td>
<td>CA</td>
<td>$1,732,400</td>
</tr>
</tbody>
</table>

*Lowest Responsive Bidder.
**Adjusted bid amount to correct mathematical error.

The Engineer’s estimate is $1,598,175. Gentry General Engineering ("Gentry") submitted a bid in the amount of $1,369,000, approximately $229,000 lower than the Engineer’s estimate. Staff believes a reason for favorable pricing is economy of scale achieved by creating a large project encompassing an entire neighborhood. Also, the Contractor has previously worked with the City before on multiple projects and knows what to expect from the City’s construction documents and construction support staff.

Staff performed an evaluation of the bid results including a thorough review of Gentry’s bid, licensure, reference, qualifications, performance history and labor compliance record. Gentry is the confirmed lowest responsive bidder and the Public Works Director recommends that Your Honorable Body award the Public Works Agreement to Gentry. Staff received no bid protests nor correspondence from third parties about this bid.
A public hearing to appropriate $712,383 of CDBG funds to this project was conducted on March 5, 2019. A public hearing to appropriate $2,442,766 of SB1 Road Maintenance to this project was conducted on May 15, 2018.

It is anticipated that construction would begin in November 2019 and be completed by April 2020. Construction inspection services will be performed by the City's Public Works Inspector.

Respectfully submitted,

CRAIG BILEZERIAN
PUBLIC WORKS DIRECTOR

By: Shin Furukawa
Engineering Manager

CONCUR:

Craig Bilezerian
Public Works Director

LeRoy J. Jackson
City Manager

Attachments: A) Public Works Agreement – Gentry General Engineering, Inc.
B) Location Map
PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of October 15, 2019 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GENTRY GENERAL ENGINEERING, INC., a California corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 & B2019-41;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 & B2019-41 (the "NIB"); and

C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years from the Effective Date.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $1,369,000.00 ("Agreement Sum"), plus a contingency of $68,450.00, if first approved in writing by the CITY.

B. Schedule of Payment.
Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. **Termination by CITY for Convenience.**

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
   
   a) cease operations as directed by CITY in the notice;
   
   b) take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   
   c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. **Termination for Cause.**

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any
amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing
or failing to perform CONTRACTOR’s obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY’S REPRESENTATIVE

The Public Works Director is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Brenton Gentry

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR’s agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR’s agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR’s failure to comply with CONTRACTOR’s duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR’s obligations under the Affordable Care Act relating to CONTRACTOR’s agents and employees.
10. **BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR’s risk until written instructions are received from the CITY.

13. **CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY’s own negligence.

14. **CONTRACTOR’S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR’s time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **PREVAILING WAGE**

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent
jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS ($1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees
that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

17. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

18. **INSURANCE**

A. CONTRACTOR and its subcontractors must maintain for the duration of the Agreement at their sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
   
   a. Combined single limits of $2,000,000 per occurrence.

2. Commercial General Liability including coverage for premises, products and completed operations, independent
contractors/vendors, personal injury and contractual obligations
with combined single limits of coverage of at least $5,000,000 per
occurrence. If a general aggregate limit applies, either the general
aggregate limit shall apply separately to this project/location (ISO
CG 25 03 or 25 04) or the general aggregate limit shall be
$10,000,000. Such insurance shall not exclude coverage for
sudden and accidental pollution incidents and shall include
coverage for the perils of explosion, collapse, and underground
(XXCU).

3. Workers' Compensation coverage as required by the Labor Code of
the State of California and, if workers' compensation is required,
employer's liability insurance with minimum limits of ($1,000,000)
per occurrence or occupational illness. The Workers' Compensation
policy shall be endorsed with a waiver of subrogation in favor of the
CITY for all work performed by the CONTRACTOR, its employees,
agents and subcontractors.

B. The insurance provided by CONTRACTOR will be primary and non-
contributory.

C. CITY, the Successor Agency to the Former Redevelopment Agency of
the City of Torrance, the City Council and each member thereof,
members of boards and commissions, every officer, agent, official,
employee and volunteer must be named as additional insureds under the
automobile and general liability policies. Additional insured coverage
endorsement must apply to all work performed by CONTRACTOR.

D. CONTRACTOR must provide certificates of insurance including all
required amendatory endorsements (or copies of the applicable policy
language effecting coverage required by this clause) indicating
appropriate insurance, to the City Clerk of the City of Torrance before the
commencement of work.

E. Each insurance policy required by this Paragraph must contain a
provision that no termination, cancellation or change of coverage can be
made without notice to the CITY.

F. CONTRACTOR must include all subcontractors as insureds under its
policies or must furnish separate certificates and endorsements for each
subcontractor. All coverage for subcontractors will be subject to all of the
requirements of this Paragraph 18.

G. If the CONTRACTOR maintains broader coverage and/or higher limits
than the minimums shown above, the CITY requires and shall be entitled
to the broader coverage and/or the higher limits maintained by the
CONTRACTOR. Any available insurance proceeds in excess of the
specified minimum limits of insurance and coverage shall be available to
the CITY.
H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.

I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated “A” or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY (“Risk Manager”) due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.
21. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

   **CONTRACTOR:**
   Gentry General Engineering, Inc.
   9277 Archibald Avenue
   Rancho Cucamonga, CA 91730
   Fax: (909) 330-1129

   **CITY:**
   City Clerk
   City of Torrance
   3031 Torrance Boulevard
   Torrance, CA 90503
   Fax: (310) 618-2931

   with a copy to:
   Attn: Craig Bilezerian
   Public Works Department
   City of Torrance
   20500 Madrona Avenue
   Torrance, CA 90503
   Fax: (310) 781-6902
B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

22. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

23. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

24. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. To the extent that the terms of the Bid or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

26. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

27. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.
28. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

29. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

30. **ATTORNEY'S FEES**

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

31. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. **CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

33. **PUBLIC RECORDS ACT**

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

City of Torrance,  
a municipal corporation

Patrick J. Furey, Mayor

Gentry General Engineering, Inc.  
a California corporation

By: ___________________________________________  
Brenton Gentry, President

ATTEST:

______________________________________________  
Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN  
City Attorney

By: ___________________________________________  
Della Thompson-Bell
Deputy City Attorney

Attachments:  
Exhibit A: Bid  
Exhibit B: Form FHWA-1273  
Exhibit C: Federal Wage Rates

Rev 0819
EXHIBIT A

Bid
BIDDER'S SUBMITTAL

Company: Gretry General Engineering, Inc.

Total Bid (figures): 1,369,000

Total Bid (words): One Million Three Hundred Sixty-Nine Thousand and Zero Cents

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CBDG # 602073-19)
B2019-41

Honorable Mayor and Members
of the Torrance City Council
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

BID SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Bid Item Description</th>
<th>Spec Section</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>MOBILIZATION (5% MAX. OF TOTAL BID SCHEDULE COST)</td>
<td>9-3.4</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>SURVEY MONUMENTS</td>
<td>2-8.1</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>CONSTRUCTION SURVEYING</td>
<td>2-9.2</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>LS</td>
<td>TRAFFIC CONTROL</td>
<td>7-10</td>
<td>$24,200</td>
<td>$24,200</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>LS</td>
<td>SWPPP AND NPDES COMPLIANCE</td>
<td>7-8.6</td>
<td>$12,000</td>
<td>$12,000</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>ALW</td>
<td>SWPPP PERMIT FEE (WDID Permit, etc.)</td>
<td>7-8.6.3</td>
<td>$2,500</td>
<td>$2,500</td>
</tr>
</tbody>
</table>
### STREET IMPROVEMENTS

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Bid Item Description</th>
<th>Spec. Section</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>2,450</td>
<td>LF</td>
<td>REMOVE EXISTING CONCRETE CURB &amp; GUTTER AND UNCLASSIFIED MATERIALS, AND CONSTRUCT PCC CURB &amp; GUTTER PER SPPWC STD 120-2 [TYPE A2-5] OVER 8&quot; CRUSHED MISC. BASE, INCLUDING RESTORATION OF 1-FOOT WIDE ASPHALT CONCRETE PAVEMENT.</td>
<td>303-5</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>6,500</td>
<td>SF</td>
<td>DRIVEWAY APPROACH PER SPPWC STD 110-2 OVER 8&quot; CRUSHED MISC. BASE, INCLUDING RESTORATION OF 1-FOOT WIDE ASPHALT CONCRETE PAVEMENT.</td>
<td>13</td>
<td>$89,700</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>55,000</td>
<td>SF</td>
<td>REMOVE EXISTING PCC SIDEWALK AND UNCLASSIFIED MATERIALS, AND CONSTRUCT 3-1/2&quot; THICK PCC SIDEWALK OVER 4&quot; CRUSHED MISC. BASE, PER COT STD NO. T103, FINISH TO TOP OF CURB WITH 2% MAX CROSS SLOPE.</td>
<td>10</td>
<td>$599,000</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>42</td>
<td>EA</td>
<td>REMOVE EXISTING PCC SIDEWALK AND/OR CURB: RAMP AND UNCLASSIFIED MATERIALS, AND CONSTRUCT PCC CURB RAMP PER CALTRANS STANDARD A88A AND 3-1/2&quot; PCC SIDEWALK OVER 4&quot; CRUSHED MISC. BASE, INCLUDING 36&quot; X 48&quot; DETECTABLE WARNING SURFACE.</td>
<td>303-5</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>8</td>
<td>EA</td>
<td>INSTALL 36&quot; X 48&quot; DETECTABLE WARNING SURFACE ON EXISTING PCC CURB RAMP.</td>
<td>303-5.5</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1,500</td>
<td>SF</td>
<td>REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND UNCLASSIFIED MATERIALS, AND CONSTRUCT 4&quot; ASPHALT CONCRETE PAVEMENT OVER 4&quot; CRUSHED MISC. BASE</td>
<td>303-5</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

### LANDSCAPING

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Bid Item Description</th>
<th>Spec. Section</th>
<th>Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>115</td>
<td>EA</td>
<td>ROOT PRUNE EXISTING TREE UNDER THE DIRECTION OF A CERTIFIED ARBORIST</td>
<td>308-4.10</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>LS</td>
<td>BIOLOGICAL SURVEY BY A WILDLIFE BIOLOGIST OF TREES TO BE REMOVED [DELETABLE ITEM]</td>
<td>212-1.4.2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>95</td>
<td>EA</td>
<td>TREE REMOVAL AND DISPOSAL INCLUDING STUMP GRIND</td>
<td>300-1.3.2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>2,700</td>
<td>SF</td>
<td>ADDITIONAL REMOVAL OF TREE ROOTS WITHIN THE PARKWAY BEYOND FIVE FEET (5') FROM CENTER OF REMOVED TREE</td>
<td>300-1.3.2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>36</td>
<td>EA</td>
<td>FURNISH AND INSTALL PARKWAY TREE – TRISTANIA LARINAR 'ELEGANT' (ELEGANT WATER GUM) – 24&quot; BOX</td>
<td>308-4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Item #</td>
<td>Est. Qty</td>
<td>Unit</td>
<td>Bid Item Description</td>
<td>Spec Section</td>
<td>Unit Price</td>
<td>Total Cost</td>
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<tr>
<td>--------</td>
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<td>--------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>18</td>
<td>10</td>
<td>EA</td>
<td>FURNISH AND INSTALL PARKWAY TREE - TRISTANIA LAURINA 'ELEGANT' (ELEGANT WATER GUM) - 15 GAL PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (60 CALENDAR DAYS)</td>
<td>308-4</td>
<td>$900</td>
<td>$9,000</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>308-6</td>
<td>$7,000</td>
<td>$7,000</td>
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</table>

**CONTRACT ADMINISTRATION**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Bid Item Description</th>
<th>Spec Section</th>
<th>Unit Price</th>
<th>Total Cost</th>
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</thead>
<tbody>
<tr>
<td>20</td>
<td>1</td>
<td>LS</td>
<td>CONSTRUCTION SCHEDULE</td>
<td>6-1</td>
<td>$5025</td>
<td>$5,025</td>
</tr>
</tbody>
</table>

**TOTAL BID SCHEDULE PRICE $13,091,000.00**

One Million Three Hundred Forty-Nine Thousand dollars

**TOTAL BID SCHEDULE PRICE $13,091,000.00**

Thirteen Million Nine Hundred and Twenty Cents

*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.

NOTE: Include above subtotal in the Total Bid Price for this project on page C-1.
BIDDER'S SUBMITTAL (Continued) B2019-41

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor: Gentry General Engineering, Inc.

Date: 8-28-19 By: Brenton Gentry

Contractor's State License No. 974279 Class A

Address: 9271 Archibald Ave, Rancho Cucamonga, CA 91730

Phone: 909-880-1128

Fax: 909-880-1129

Email: gentry.general@gmail.com
ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2019-41

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

Addendum No. 8

Addenda will be issued only by posting to the project's website listed in the Notice Inviting Bids. It is the Bidder's sole responsibility to visit the project's website to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

[Signature]
Bidder's Signature

8·28·19
Date
CONTRACTOR’S AFFIDAVIT

STATE OF CALIFORNIA
   County of

COUNTY OF

being first duly sworn, deposes and says:

1. That he is the
   President
   Title

of

(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called “Contractor,” who has submitted to the City of Torrance a proposal for the Construction of SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, I-135 (CDBG # 602073-19), B2019-41.

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true.

3. That such proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not named or disclosed:

4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor’s price or the price of anyone else, and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract:

5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract:

6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

C-6
That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 28th day of August, 2019.

Subscribed and Sworn to before me this 28th day of August, 2019.

James Gentry
Contractor

President

Jason R. Beamester-fer
Notary Public in and for said County and State

(Seal)

(See Attached)
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ____________

On ____________ before me, ____________, Notary Public

personally appeared ____________, who proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________
(Seal)

JASON R. BEAMESDERFER
Notary Public – California
San Bernardino County
Commission # 2211889
My Comm. Expires Aug 28, 2021
LIST OF SUBCONTRACTORS: B2019-41

The Bidder is required to complete this page in accordance with California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 C.F.R (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: V & C Tree Service

Subcontractor's Address: 7425 N. Saticoy St. | Orange, CA 92865

Specific Description and dollar value of Subcontract: Tree Service $121,425

Work to be performed is part or all of Bid Item(s): 13, 15, 110

List all bid items.

License Number: 654500 | CA License Classification/Type: C27, C01, S0419

Name Under Which Subcontractor is Licensed: Kato Landscape, Inc.

Subcontractor's Address: 18182 Bushard Dr. | Fountain Valley, CA 92708

Specific Description and dollar value of Subcontract: Landscaping $104,380

Work to be performed is part or all of Bid Item(s): 17, 18, 14

List all bid items.

License Number: 804472 | CA License Classification/Type: C27

Name Under Which Subcontractor is Licensed: N/A

Subcontractor's Address: N/A

Specific Description and dollar value of Subcontract: N/A

Work to be performed is part or all of Bid Item(s): N/A

List all bid items.

License Number: N/A | CA License Classification/Type: N/A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work. The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening — provided that the corrected license number corresponds to the submitted name and location of the subcontractor.
REFERENCES (Page 1 of 2)
B2019-41

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency):  Please, See Attached
   Address:__________________________ Telephone No.: ____________________
   Contact Person:__________________  Title of Project:_____________________
   Project Location:__________________
   Date of Completion:__________ Contract Amount: $__________

2. Name (Firm/Agency):  Please, See Attached
   Address:__________________________ Telephone No.: ____________________
   Contact Person:__________________  Title of Project:_____________________
   Project Location:__________________
   Date of Completion:__________ Contract Amount: $__________

3. Name (Firm/Agency):  Please, See Attached
   Address:__________________________ Telephone No.: ____________________
   Contact Person:__________________  Title of Project:_____________________
   Project Location:__________________
   Date of Completion:__________ Contract Amount: $__________

4. Name (Firm/Agency):  Please, See Attached
   Address:__________________________ Telephone No.: ____________________
   Contact Person:__________________  Title of Project:_____________________
   Project Location:__________________
   Date of Completion:__________ Contract Amount: $__________
2013 – $34,500.00
City of Fontana
Damaged Street/Sidewalk
Asphalt & Concrete R&R
8353 Sierra Ave
Fontana, Ca 92335
Jason Jojola: No Email Address
909.350.6636

2014 – $30,000.00
City of Rancho Cucamonga
Solar Shade Structure
8794 Lion St.
Rancho Cucamonga, Ca 91730
909.477.2730 (No Email Address)

2015 – $495,000
City of Whittier
Fire Loop/Fire Sprinkler Repair
9401 Painter Ave
Whittier, Ca 90605
Karla Embry: Karla.Embry@WUHSD.org
562.332.9303

2015 – $41,000
City of Glendora
Water Improvement
116 E. Foothill Blvd.
Glendora, Ca 91741
Carlos Cigneros: No Email Address
626.786.1285

2016 – $504,420
City of Baldwin Park
Alleyway Street/Sidewalk
Asphalt & Concrete R&R
14403 Pacific Ave
Baldwin Park, Ca 91706
Chase Fidler: CFidler@baldwinPark.com
626.960.4011

2016 – $619,075
City of Bloomington
ADA Ramp – Repair/Maintenance/Replaced
825 E. 3rd Street
San Bernardino, CA 92415
Haile Ford: HFord@DPW.SBCount.gov
909.387.7936

2016 – $173,604
City of Montclair
Alleyway Street/Sidewalk
Asphalt & Concrete R&R
5111 Benito St
Montclair, Ca 91763
Steve Stanton: SStanton@CityofMontclair.org
909.625.9444

2017 – $325,000
City of Upland
Damaged Street/Sidewalk
Asphalt & Concrete R&R
1370 North Benson Ave
Upland, Ca 91785
Tony Trejo: TTrejo@CI.Upland.Ca.Us
909.631.3918

9277 Archibald Ave.
Rancho Cucamonga, CA 91730

off: 909.330.1128
fax: 909.244.9688
gentrygeneral@gmail.com
2017 – $624,688
Santa Ana
Repair Maintenance/Replaced
Damaged Street/Sidewalk
Asphalt & Concrete R&R
20 Civic Center Plaza
Santa Ana, Ca 92701
Victor So: Vso@Santa-Ana.org
714.647.5076

2017 – $694,000
City of Corona
Miscellaneous Concrete Repair
400 S. Vicentia Ave, Ste. 210
Corona, Ca 92882
Barry Ghaemi: Barry.Ghaemi@Coronaca.gov
951.739.4961

2017 – $30,000
City of San Diego
Demo/Backfill/Compact Existing
Vault Location
422 W. Washington St.
San Diego, Ca 92103
Matt Cavan: MCavan@HARCOInc.us
951.684.1909

2018 – $1.2 Million
City of Torrance
Damaged Street/Sidewalk
Asphalt & Concrete R&R
20500 Madrona Ave
Torrance, Ca 90503
Shin Furukawa: SFurukawa@TorranceCa.gov
310.618.3073

2018 – $547,950
City of Pasadena
Miscellaneous Concrete Repair
100 Garfield Ave
Pasadena, Ca 91101
Morley Saralya: MSaralya@CityofPasadena.net
626.744.3703

2018 – $2.2 Million
City of Torrance
Downtown Torrance Active Transportation
Improvements
20500 Madrona Ave
Torrance, Ca 90503
Justin Gatza: JGatza@TorranceCa.gov
310.618.3032

2019 – $288,974
City of Barstow
Water Treatment Plant Dewatering Pad & Wall
2200 Riverside Dr.
Barstow, Ca 92311
Kody Topkins: KTopkins@BarstowCa.gov
760.252.2538
REFERENCES (PAGE 2 OF 2)  
B2019-41

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

<table>
<thead>
<tr>
<th>Work Description &amp; Contract Amount</th>
<th>Agency</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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</tr>
<tr>
<td>N/A</td>
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<td></td>
</tr>
</tbody>
</table>

Contractor's License No.: 974279     Class: A

a. Date first obtained: 05/2015        Expiration: 05/2020

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: N/A

c. Any current claims against License or Bond? NO

If yes, describe claims: N/A

Principals in Company (List all – attach additional sheets if necessary):

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>LICENSE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenton Gentry</td>
<td>President</td>
<td>974279</td>
</tr>
<tr>
<td>Brenton Gentry</td>
<td>Secretary</td>
<td>974279</td>
</tr>
<tr>
<td>Brenton Gentry</td>
<td>Treasurer</td>
<td>974279</td>
</tr>
</tbody>
</table>
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS
B2019-41

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: No

Federal/State: NA / NA

If "yes," identify and describe, (including agency and status): NA

__________________________________________________________

__________________________________________________________

__________________________________________________________

Have the penalties been paid? Yes/No: No

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: No

Code/Laws: NA

Section/Article: NA

If "yes," identify and describe, (including agency and status): NA

__________________________________________________________

__________________________________________________________

__________________________________________________________
NOTICE TO BIDDERS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS
of $100,000 or more

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

A bidder is required to submit the following Compliance forms with its Bid Proposal:

☑ 1: County Lobbying Certification (C-20)
☑ 2: Minority and Women’s Business Enterprise Tiered Compliance Plan (C-25)
☑ 3: Minority and Women’s Business Enterprise Subcontracts Awarded (C-26)
☑ 4: Minority and Women’s Business Enterprise Contracting Good Faith Effort
   (if necessary) (C-27)
☑ 5: Report of Additional Classification and Rate (C-29)
☑ 6: Contractor’s List of Proposed Subcontractors (C-30)
☑ 7: Worker’s Compensation Certification (C-31)
☑ 8: Non-Segregated Facilities Certification (C-32)
☑ 9: Past Performance Certification (C-33)
☑ 10: Notice of Equal Employment Opportunity Commitment (C-44)
☑ 11: Non-Collusion Affidavit (C-46)
☑ 12: Federal Lobbyist Certification (C-46)
☑ 13: Section 3 Business Certification (C-51)
☑ 14: Section 3 Resident Certification (C-52)
☑ 15: Section 3 Economic Opportunity Plan (C-53)
☑ 16: Section 3 Contractor’s Outreach Efforts (C-54)
☑ 17: Section 3 Economic Opportunity Report (C-55)
☑ 18: Notice of Section 3 Commitment (C-57)
CONFLICT OF INTEREST:

In the procurement of supplies, equipment, construction, and services by sub-recipients, the
conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611,
respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in
selection, or in the award or administration of a contract supported by Federal funds if a conflict of
interest, real or apparent, would be involved.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION
REQUIREMENTS:

Construction contracts of $100,000 or more require all bidders to commit to providing equal
employment, training, and contracting opportunities without discrimination.

SECTION 3

Bidders must commit to provide employment, training, and contracting opportunities to qualified
Section 3 Business Concerns or low-income Residents within the contract area in order to be
considered a Section 3 Responsive Bidder. See Section 3 Clause (p. C-47).

CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts
of $2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a & a-7) as
supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing &
Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal
Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the
Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal
Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit
listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must
conform to the appropriate work classification listed on the Federal Wage Decision in effect 10
days prior to opening of this bid.

COMPETITIVE BID CONTRACTS:

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a
Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage
Decision in advance to ensure each work classification to be used is listed on the Wage Decision.
Work Classifications or Wage Rates paid to workers for any work performed on this project that do
not conform to the work classifications or wage rates listed in the Federal Wage Decision MUST
BE APPROVED IN ADVANCE BY HUD.

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Fair Labor Standards Act 29 CFR Part 5), the full amount of wages and basic fringe benefits or cash equivalents thereof due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which determination we make a part hereof as Exhibit A and which, we further understand, may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for such fringe benefits under Section 5(1)(a) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, request contributions made or costs incurred for more than one week's work (but not less often than quarterly) under plans, funds, programs, which cover the particular weekly period, are deemed to be constitutionally made or incurred during that weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1) and the Davis-Bacon Act) shall be posted at all times by the contractor and its subcontractors at the site of the work for a convenient and accessible place, where it can be easily seen by the workers.

(b) (1) The work to be performed by the classification requested is not performed by a classification in the wage determination.
(2) The classification is utilized in the area by the construction industry, and
(3) The proposed wage rate, including any base rate fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) The contractor and the laborers and mechanics to be employed in the classification, if known, or their representatives, and HUD or its designee agree on the classification and wage rate, including the amount designated for fringe benefits (where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and notify HUD or its designee of any determination. HUD or its designee may request additional time if necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0174.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification, or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate, including the amount designated for fringe benefits (where appropriate), HUD or its designee shall refer the question, excluding the views of all interested parties and the recommendation of HUD or its designee, to the Administrator, for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0174.)

(d) The wage rate including fringe benefits where appropriate, determined pursuant to subparagraphs (1) and (3) of this Paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(e) Any class of laborers or mechanics which is not listed in the classification, when to be employed under the contract, shall be classified in accordance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

U.S. Department of Housing and Urban Development Office of Labor Relations

Previous editions are obsolete

Page 1 of 5

Footnote: HUD 4816 (06/2009) ref. Handbook 1344.1
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, separate from the other funds of the contractor, an amount equal to the anticipated costs of fringe benefits and any other wages required to be paid under the applicable standards of the Davis-Bacon Act. The amount so set aside shall be paid to the laborers and mechanics, subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor or the subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (a) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work performed for a period of three years thereafter for all laborers and mechanics working on the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her classification, hours and rates of wages, and hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has reason to believe that the wages paid to any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show the amount of any costs reasonably anticipated in providing such benefits. Contractors employed by apprentices or trainees under approved programs shall maintain written evidence of the registration or apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the rates and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0148 and 1215-0017)

(b) Each payroll submitted shall be accompanied by a statement of compliance signed by the contractor or subcontractor or an officer of the contractor or subcontractor, stating that the payment of the persons employed under the contract and all other employees has been maintained. Such statement shall include the name and address of each employee, his or her social security number and current address of each covered worker, and shall provide such additional information as may be required to verify the accuracy of the information submitted. The statement shall be signed and dated by the person making it, and shall be filed with the appropriate agency. The statement shall be maintained by the contractor or subcontractor for a period of three years after the completion of the work for which it was furnished.
(b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the pay period has been paid for the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 5.

(c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed as specified in the applicable wage determination incorporated into the contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(b).

(e) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 168b of Title 18 and Section 231 of Title 31 of the United States Code.

(f) The contractor or subcontractor shall make the records required under subparagraph A.3.(j) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor to persons examining such records or to the employees during working hours on the job. If the contractor or subcontractor fails to submit the required records upon request or to make such records available may be grounds for determination action pursuant to 29 CFR 5.17.

4. Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at least 80% of the predetermined rate for the work performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable rate of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction of a project in a locality other than one in which the program is registered, the ratio and wage rates (whether specified in the form of the journeyman hourly rate specified in the contractor or subcontractor's registered program shall be observed. Every apprentice shall be paid at least at the ratio specified in the registered program for the apprentice's level of program, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(b) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed in the wage determination for the applicable classification. If the Administrator determines that a current practice prevails for the applicable apprentice classification in the area with respect to any or all of the fringe benefits, the program documentation in the event of a challenge, the Fringe Benefits and Labor Standards Division, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, shall administratively resolve the dispute. The contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed unless an acceptable program in approved.

(c) Trainees. Except as provided in 29 CFR 5.4(b), trainees will be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to an individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at least at not less than the rate specified in the approved program. The ratio of trainees to journeymen expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full "fringe benefits" for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid as of the date of determination for the work actually performed. In addition, any trainees performing work on the job site in excess of the ratio permitted under the registered program shall be paid at least the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(38) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 C.F.R. Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. Part 5.

5. Compliance with Davis-Bacon Act requirements. The contractor shall comply with the requirements of 29 C.F.R. Part 5 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractor to include these clauses in any lower-tier subcontract. The prime contractor shall be responsible for the compliance of any subcontractor or lessee by subcontractor with all the contract clauses in this paragraph.

7. Contract Termination; Debarment. A breach of the contract clauses in 29 C.F.R. Part 5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. Part 5.12.

8. Comply with Davis-Bacon and Related Acts Requirements. All clauses and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. Parts 5, 6, and 7 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising under the labor standards provisions of this contract shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (1) Certification of Eligibility. By entering into this contract the contractor certifies that neither it nor any person or firm of which it has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 315 of the Davis-Bacon Act or 29 C.F.R. 5.12(5)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 29 C.F.R. Part 24.

(11) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract or eligible for participation in HUD programs pursuant to 29 C.F.R. Part 24.

(12) The penalty for making false statements prescribed at 29 C.F.R. 5.12(5)(1) shall be imposed. Additionally, the contractor agrees to the terms of the Department of Housing and Urban Development's "Federal Housing Administration Transactions" guide in effect for the purpose of influencing or in any way the action of such Administration. Moreover, failure to publish any statement knowing the same to be false shall be fined not more than $1,000 or imprisoned not more than three years, or both.

(13) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic in whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employment.

(14) The provisions of this paragraph shall be applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborer" and "mechanic" include watchmen and guards.

(15) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such worker of mechanic in any workweek in which the contractor or subcontractor's work is performed to work more than 40 hours during such workweek unless payment is made at a rate of pay for all hours worked in excess of 40 hours in such workweek.

(16) Violation: Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed and paid in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $50 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of overtime compensation in the case set forth in subparagraph (1) of this paragraph.
(d) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractor to include these clauses in any further subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractors with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable when the amount of the prime contract exceeds $100,000.

(1) No worker or mechanic shall be required to work in any position under working conditions which are unreasonably hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat. 1601, 29 USC 2701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding upon each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: Gentry General Engineering, Inc.
Address: 4222 Artesia Blvd, Rancho Cucamonga
State: CA Zip Code: 91730 Telephone Number: (909) 380-1128

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Los Angeles County Development Authority (LACDA):

1) It is understood that each person/entity/firm who applies for a Los Angeles County Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and

3) That any person/entity/firm who seeks a contract with the Los Angeles County Development Authority shall be disqualified therefrom and denied the contract and shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with Los Angeles County and the Los Angeles County Development Authority.

Authorized Official:

Gentry General Engineering, Inc. By: [Signature]

[Date: 8/28/14] President (Title)
Contracting with Small Business
Minority Firms, Women's Business Enterprise
and Labor Surplus Area Firms

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:
   a. Including qualified Small Business and Minority Firms on solicitation lists
   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.
   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.
   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.
   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.
   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PLAN

A. Background

The Awarding Agency is a recipient of federal housing and community development assistance through the U.S. Department of Housing and Urban Development (HUD). OMB Circular A-102 states that "It is national policy to award a fair share of contracts to small and minority business firms. Grantees shall take similar appropriate affirmative action to support of women's enterprises and are encouraged to procure goods and services from labor surplus areas." The Uniform Administrative Requirements of 24 CFR 85.36(e) require the Awarding Agency to "take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible." This requirement is applicable to contracting and subcontracting opportunities funded in whole or in part with the federal housing and community development assistance.

Further, the Awarding Agency is required to submit a report to HUD pertaining to the Awarding Agency's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) contracting and subcontracting activity generated through the expenditure of HUD funds.

B. Policy

For the purpose of this contract award, the Awarding Agency shall utilize MBE/WBE firms to the greatest extent possible, feasible and legally permissible. This MBE/WBE Plan is guided by the preceding federal regulations and all other related federal and state laws and regulations governing discrimination, equal opportunity and affirmative action pertaining to federally-funded contract and subcontract activities.

The Awarding Agency requires all bidders to abide by these provisions and to make every effort to obtain MBE/WBE participation on this project. Failure to provide required MBE/WBE information to the Awarding Agency as required or requested in this bid solicitation may result in a determination by the Awarding Agency that the bidder is not a responsible bidder.

A successful bidder does not have to be a member of a minority group. What the Awarding Agency is attempting to do is make every possible effort to ensure the participation of MBE/WBE firms on this federally-funded contracting opportunity. This does not preclude the participation of firms that are not MBE/WBE. However, the MBE and WBE performing or providing services must not act merely as a passive conduit. In the event the Awarding Body has reason to question the authenticity of ownership of an MBE/WBE, the burden of proof is on the claimant and/or contracting party to provide documentation to substantiate the ownership and management of a particular MBE or WBE.
Whenever a joint venture MBE/WBE involves a business owned by minorities or women, the contractor shall provide the Awarding Agency with a full account of the nature of the relationship, the basis for creation, the particular financial participation and administrative responsibilities of the parties. The nature of the relationship shall be in writing and conform to pertinent laws governing the relationships. The Awarding Agency shall have the right to review and make a determination on the propriety of same.

C. Definitions

i. Minority and women business enterprises are defined as any financial institution, business, service contracting business which is solely owned and operated by a minority group member or women or that is more than 50% owned by minority group members or women. If the enterprise is publicly owned, the minority/women members or stockholders must have at least 51% interest and possess control over management, capital and earnings.

ii. Minority Group Members: Black, Hispanic, Asian or Pacific Islander, American Indian or Alaskan Native, and women
- Black: A person with origins in any of the black racial groups of Africa
- Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. Portuguese are excluded from the Hispanic category and are classified according to their race.
- Asian or Pacific Islander: A person having origins in the Far East, Southeast Asia, Indian subcontinent or Pacific Islands.
- American Indian or Alaskan Native: A person with origins in original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.

iii. Other
- Small Business Enterprise: A business which meets the definition of minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration.
- Contractor/Subcontractor/Supplier: The individual, partnership, corporation or other legal entity entering into a contract with the City or the City's contractor to perform a portion of the work.

D. Outreach Efforts

Non MBE/WBE bidders must notify minority and women contractors, associations, minority interest groups, etc., of their intention to solicit bids for subcontracts from MBE/WBE firms. This may be accomplished in a variety of ways; however, the non-MBE/WBE bidder must demonstrate that good faith efforts were made to secure the participation of MBE/WBE firms.

E. Documentation Required from Bidders to Document Responsible MBE/WBE
Outreach

As part of this contract opportunity, non MBE/WBE bidders must demonstrate that they have made the subcontracting opportunity known to at least three (3) MBE/WBE firms, listed in a bona-fide listing of MBE/WBE firms. If the contractor has not achieved the participation goal, the Awarding Agency will determine whether the contractor made a good faith effort based on the outreach efforts that are documented on the MBE/WBE Tiered Compliance Plan.

1. To be considered responsible, bidders must submit the MBE/WBE Tiered Compliance Plan (included in this Bid Document/Solicitation) and all supporting documentation to
   - Document their own MBE or WBE status, or
   - Document the award of MBE and WBE subcontracts to bona-fide firms, or
each required minimum three (3) firm outreach effort and any other outreach efforts.

THE GOOD-FAITH EFFORT AFFIDAVIT ON THE MBE/WBE TIERED
COMPLIANCE PLAN MUST BE NOTARIZED.

2. Some examples of acceptable good faith supporting documentation include
   - Responses, proposals, bids from MBE and WBE, rejections and contractor’s responses
   - Contracts with MBE and WBE organizations, associations, related agencies, disseminating bid information,
   - Copies of registered/certified letters, etc.
   - Efforts undertaken by contractor(s) to assist MBE/WBE with obtaining plans, specification, sub bid requirements and bonding
   - Assistance and encouragement of MBE/WBE and subcontractor participation in all areas of business environment,
   - Methods used in soliciting bids from MBE/WBE, subcontractors and suppliers by advertisements, trade publications, media, etc.
   - Contracts with MBE/WBE brokers, agents, owners, operators of equipment, etc.
   - Other efforts taken by contractor to encourage MBE/WBE participation

F. Contract Award / Protest

Where a determination is made by Awarding Agency staff as part of the MBE/WBE Bid Evaluation that a bidder is not a MBE/WBE firm or has not made the good faith effort to ensure participation by eligible WBE and MBE subcontractors, the bid may be deemed not responsible. A bidder whose bid is deemed not responsible may protest to the Contracting Officer of the Awarding Body in writing within 72 hours of the notification of such a determination. The Contracting Officer shall review the facts presented in the written appeal, including any supporting materials, and shall issue a determination and response on the merits of the appeal within ten (10) calendar days. The decision of the Contracting Officer shall be final.
MINORITY AND WOMEN'S BUSINESS ENTERPRISE TIERED COMPLIANCE PLAN

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

8/18/19
Handicap Accessibility

PROJECT NAME

KOLO LANDSCAPE, INC.

PROJECT NUMBER

1660 S BUCKEY ST
Poinsettia Valley, CA 92109

BUSINESS ADDRESS

TYPE OF FIRM

(Check One and Provide Information)

☐ Individual

☐ Corporation

☐ Partnership

☐ Joint Venture

☐ Minority

☐ Woman

Name of Owner: N/A
State of Incorporation: California
Name of Partners: N/A
Name of Joint Venture Participants: N/A

Number of years firm has been in business under present ownership

OWNERSHIP DEMOGRAPHICS

Provide the number of owners by category and the percentage of ownership interest of those individual by category

<table>
<thead>
<tr>
<th>Rank</th>
<th>Race</th>
<th>Sex</th>
<th>American Indian</th>
<th>Asian</th>
<th>Female</th>
<th>White</th>
<th>Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asian</td>
<td>M</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

OWNERSHIP INFORMATION

(List each owner of the firm that has a percent or more of the shares in the firm)

<table>
<thead>
<tr>
<th>Name</th>
<th>Race</th>
<th>Sex</th>
<th>Years of Ownership</th>
<th>Ownership Percentage</th>
<th>Voting Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randy Keto</td>
<td>Asian</td>
<td>M</td>
<td></td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

I certify that the information provided herein is true and correct.

[Signature]

DATE: 8/28/19

FEDERAL EIN: 33-0987033

LICENSE NUMBER: C23517601

DUNS NUMBER: 2381017601

IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 2.

IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MIN/WBE FIRMS.
CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

KATO LANDSCAPE INCORPORATED
18182 BUSHARD ST
FOUNTAIN VALLEY, CA 92708

Owner: MICHAEL KATO
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) • Indicates primary NAICS code
* 561730 Landscaping Services

Work Category Code(s)
A0780 LANDSCAPE & Horticultural Services

Licenses
C27 Landscaping Contractor

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95811 0000
(916) 324-1700

February 11, 2010

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.
PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as part of this affidavit.

Good Faith Effort Evaluation Criteria:  

1. The bidder/firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.

2. The bidder/firm advertised the availability of subcontracting opportunities for MBE/WBE firms in connection with this project. Also, complete the following:

   a. Media where advertised:
   b. Media contact information:
   c. Date(s) of advertisement:
   d. Attach copies of the advertisement(s) to this form and submit with bid.

3. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications.

   Attach a list of MBE/WBE firms that received project plans and specifications, include their address, city, state, zip code, contact person, telephone number, and provide a notation of any responses received from those firms.

4. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project.

   Attach a list of MBE/WBE firms that your company followed up with, include their address, city, state, zip code, contact person, telephone number, and provide a notation of any responses received from those firms.

5. Assistance was requested from organizations which identify potential MBE/WBE firms.

   Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates, contact method, results.

Initial here if true and correct.
Good Faith Effort Evaluation Criteria

Initial here
If true and correct

6. Potential MRF/WF firms were contacted and negotiation was made of good faith.

Attach a list of MRF/WF firms that your company negotiated with. Include the name of the MRF/WF firm, address, city, state, zip code, contact person, whether MRF or WF, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

N/A

2. Potential MRF/WF subcontractors were provided technical assistance by the bidder or agency that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in the contract.

Attach a list of MRF/WF firms that your company provided assistance to include the name of the MRF/WF firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willfully make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein are true and correct to the best of my knowledge and belief.

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

____________________
[Signature]

N/A

____________________
President

904-550-1120

(Phone)

(Notary Seal)
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On 08/28/2019 before me, Jason R. Beamesderfer (Notary Public) (insert name and title of the officer), personally appeared Brenton Gentry, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jason R. Beamesderfer (Seal)
KATO LANDSCAPE, INC. (MBE)
- LEGAL NAME: KATO LANDSCAPE, INC.
- PWCR #: 1000000086
- CSLB: 806122 - C27
- CORP. #: 2354764
- PHYSICAL ADDRESS: 18182 BUSHARD ST. / FOUNTAIN VALLEY, CA 92708
- FEDERAL TAX ID (EIN) #:
- EMAIL: RANDY@KATOLANDSCAPING.COM
- O: 714.963.4615
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE

<table>
<thead>
<tr>
<th>1. Firm name and address of requesting agency</th>
<th>2. PROJECT NAME AND NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henry General Engineering, Inc</td>
<td>Sidewalk Repair / Handicap Accessibility</td>
</tr>
<tr>
<td>4217 Pennwood Ave</td>
<td>D-135</td>
</tr>
<tr>
<td>Rancho Cucamonga, CA 91730</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. LOCATION OF PROJECT (City, County and State)</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Terrace</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. BRIEF DESCRIPTION OF PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. WAGE DECISION NO. (please provide number if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. WORK CLASSIFICATION(S)</th>
<th>HOURLY WAGE RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. WAGE DECISION EFFECTIVE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. PRIME CONTRACTOR (firm, address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henry General Engineering</td>
</tr>
<tr>
<td>4217 Pennwood Ave</td>
</tr>
<tr>
<td>Rancho Cucamonga, CA 91730</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. SUBCONTRACTOR/EMPLOYER IF Applicable (name, address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

Check All That Apply:

☐ The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.

☐ The proposed classification is utilized in the area by the construction industry.

☐ The proposed wage rate(s), including any hourly fringe benefits, bears a reasonable relationship to the wage rate(s) contained in the wage decision.

☐ The interested parties, including the employer or their authorized representatives, agree on the classification(s) and wage rate(s).

☐ Supporting documentation attached, including applicable wage decision.

Check One:

☐ Approved, meets all criteria. DOL confirmation requested.

☐ One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.
### Determination: SC-23-203-2-2018-1

** Issue Date: August 22, 2018  
** Expiration Date of Determination: June 30, 2019**  
** Locality: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.**

#### Classification (Journeyperson)

<table>
<thead>
<tr>
<th>Craft Description</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation</th>
<th>Holiday</th>
<th>Training</th>
<th>Other</th>
<th>Employer Payments</th>
<th>Straight-Time Total Hourly Rate</th>
<th>Overtime Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason, Curb and Gutter Machine Operator, Clay and Similar Type of Screed Operator (Cement only), Grinding Machine Operator (all types), Jackson Vibratory, Texas Screed and Similar Type Screed Operator, Scoring Machine Operator</td>
<td>$35.75</td>
<td>8.02</td>
<td>9.27</td>
<td>6.80b</td>
<td>0.64</td>
<td>0.27</td>
<td>8</td>
<td>60.75</td>
<td>78.625c</td>
<td>78.625c</td>
</tr>
<tr>
<td>Magnesite, magnesite-terrazzo and mastic composition, Epoxy, Urethanes and exotic coatings, Dex-O-Tex</td>
<td>$35.87</td>
<td>8.02</td>
<td>9.27</td>
<td>6.80b</td>
<td>0.64</td>
<td>0.27</td>
<td>8</td>
<td>60.87</td>
<td>78.805c</td>
<td>78.805c</td>
</tr>
<tr>
<td>Floating and Troweling Machine Operator</td>
<td>$36.00</td>
<td>8.02</td>
<td>9.27</td>
<td>6.80b</td>
<td>0.64</td>
<td>0.27</td>
<td>8</td>
<td>61.00</td>
<td>79.00c</td>
<td>79.00c</td>
</tr>
</tbody>
</table>

*# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet at [http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp](http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp). To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at [http://www.dir.ca.gov/das/das.html](http://www.dir.ca.gov/das/das.html).*

*Saturday in the same work week may be worked at straight-time rate, up to 8 hours on Saturday or when the employee has worked a total of 40 hours in the work week, if it is not reasonably possible for any individual employee on a particular job site to complete 40 hours of work on a 8 hour day, Monday through Friday, due to inclement weather or similar act of God or a situation beyond the control of the contractor.*

*b Includes an amount for supplemental dues.*

*c Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other time is paid at the double time (2X) rate.*

#### Recognized Holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

#### Travel and/or Subsistence Payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at [http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.
PREDETERMINED INCREASE FOR

CEMENT MASON
(SC-23-203-2-2018-1)

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2018, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

Effective on July 1, 2019, there will be an increase of $2.05 allocated as follows: $1.25 to Basic Hourly Rate, $0.15 to Health and Welfare; $0.41 to Pension, and $0.24 to Vacation and Holiday.

Effective on July 1, 2020, there will be an increase of $1.85 allocated as follows: $0.15 to Pension, and $1.70 to Wages and/or fringes.

There will be no further increases applicable to this determination.


This page will be updated when wage rate breakdown information becomes available.

Last Updated: May 21, 2019
GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: LABORER AND RELATED CLASSIFICATIONS

ISSUE DATE: February 22, 2019
EXPIRATION DATE OF DETERMINATION: June 30, 2019** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

<table>
<thead>
<tr>
<th>Classification (Journeyperson)</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension</th>
<th>Vacation/ Other</th>
<th>Training</th>
<th>Other Payment</th>
<th>Straight-Time Hours</th>
<th>Total Hourly Rate</th>
<th>Overtime Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$34.24</td>
<td>7.32</td>
<td>8.03</td>
<td>4.84</td>
<td>0.69</td>
<td>0.61</td>
<td>8</td>
<td>55.73</td>
<td>72.850</td>
</tr>
<tr>
<td>Group 2</td>
<td>34.79</td>
<td>7.32</td>
<td>8.03</td>
<td>4.84</td>
<td>0.69</td>
<td>0.61</td>
<td>8</td>
<td>56.28</td>
<td>73.675</td>
</tr>
<tr>
<td>Group 3</td>
<td>35.34</td>
<td>7.32</td>
<td>8.03</td>
<td>4.84</td>
<td>0.69</td>
<td>0.61</td>
<td>8</td>
<td>56.83</td>
<td>74.500</td>
</tr>
<tr>
<td>Group 4</td>
<td>36.69</td>
<td>7.32</td>
<td>8.03</td>
<td>4.84</td>
<td>0.69</td>
<td>0.61</td>
<td>8</td>
<td>58.38</td>
<td>76.825</td>
</tr>
<tr>
<td>Group 5</td>
<td>37.24</td>
<td>7.32</td>
<td>8.03</td>
<td>4.84</td>
<td>0.69</td>
<td>0.61</td>
<td>8</td>
<td>58.73</td>
<td>77.350</td>
</tr>
</tbody>
</table>

# Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards’ website at http://www.dir.ca.gov/das/das.html.

a For classification within each group, see page 14.
b Any hours worked over 12 hours in a single workday are double (2) time.
c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.
d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.
PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS (SC-23-102-2-2019-1)

ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

These predetermined increases for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after March 4, 2019, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER
Determination SC-23-102-2-2019-1 is currently in effect and expires on June 30, 2019**

Effective July 1, 2019, there will be an increase of $2.05 to be allocated as follows: $1.00 to Basic Hourly Rate, $0.15 to Health & Welfare, $0.87 to Pension, and $0.03 to Vacation.

Effective July 1, 2020, there will be an increase of $2.10 to be allocated to wages and/or fringes.

Effective July 1, 2021, there will be an increase of $2.15 to be allocated to wages and/or fringes.

There will be no further increases applicable to this determination.


This page will be updated when wage rate breakdown becomes available.
Last Updated: May 13, 2019
# General Prevailing Wage Determination Made by the Director of Industrial Relations

Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1710, 1713 and 1713.1

For Commercial Building, Highway, Heavy Construction and Dredging Projects

## Determination: 1953-63-3-2019-1

### Issue Date: February 22, 2019

### Expiration Date of Determination: June 30, 2019

Effective and superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 700-5000 for the new rates after ten days after the expiration date of the subsequent determination is issued.

### Locality: All locations within Imperial, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Basic Hourly Rate</th>
<th>Health and Welfare</th>
<th>Pension (c)</th>
<th>Vacation (a)</th>
<th>Holiday (a)</th>
<th>Training</th>
<th>Other Payments</th>
<th>Hours</th>
<th>Overtime Hours Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 1/2X</td>
</tr>
<tr>
<td>Group 2</td>
<td>$45.50</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
<td></td>
<td>$22.54</td>
<td>$46.900 $46.900</td>
</tr>
<tr>
<td>Group 3</td>
<td>$46.00</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
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<td>$22.54</td>
<td>$46.900 $46.900</td>
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<tr>
<td>Group 4</td>
<td>$47.26</td>
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<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
<td></td>
<td>$22.54</td>
<td>$46.900 $46.900</td>
</tr>
<tr>
<td>Group 5</td>
<td>$48.08</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
<td></td>
<td>$22.54</td>
<td>$46.900 $46.900</td>
</tr>
<tr>
<td>Group 6</td>
<td>$48.08</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
<td></td>
<td>$22.54</td>
<td>$46.900 $46.900</td>
</tr>
<tr>
<td>Group 7</td>
<td>$48.08</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
<td></td>
<td>$22.54</td>
<td>$46.900 $46.900</td>
</tr>
<tr>
<td>Group 8</td>
<td>$48.08</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
<td>$1.00</td>
<td>$0.39</td>
<td></td>
<td>$22.54</td>
<td>$46.900 $46.900</td>
</tr>
<tr>
<td>Group 9</td>
<td>$48.08</td>
<td>$1.45</td>
<td>$0.60</td>
<td>$1.50</td>
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<td>$46.900 $46.900</td>
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</table>

* Indicates an approximate rate. The current prevailing wage rates are available on the Internet at http://www.dir.ca.gov/OPRL/Pages/Wage/Pages/WageStart.aspx. To obtain any apprentice wage rates and/or Holiday provisions for the current determination on the Internet at http://www.dir.ca.gov/OPRL/Pages/Wage/Pages/WageStart.aspx.***

** For classifications within each group, see pages 9A and 9B.

### Recognized Holidays: Holiday work shall be paid at the following rates: 1.25X the prevailing rate. The holidays upon which the general wage rate shall be paid shall be as provided in Section 6700 of the California Labor Code. The rate applies to all holiday work. All other time is paid at the prevailing rate.

### Travel and/or Subsistence Payment: In accordance with Labor Code Sections 1713.1 and 1713.9, contractors shall make travel and/or subsistence payments to each worker irrespective of the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/Pages/Wage/Pages/WageStart.aspx. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 700-4774.
WORKEE’S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 3-28-19  Project Number: 2019-41 (2000-102073-19)

Project Name: Sidewalk Repair for Handicap Accessibility

Company Name: Greatley General Engineering, Inc.

Address: 1720 Brookwood Ave., Van, Lucassburg, CA 41738

Print Name: Brandon Green

Title: President

Signature: [Signature]
NON-SEGREGATED FACILITIES CERTIFICATION
FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments;

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, 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 federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 8-28-19

Company: Grady General Engineering, Inc.

Address: 9277 Richardson Rd., Lenexa, Kansas 66214

By: [Signature]

Title: President
CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR
SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND
THE FILING OF REQUIRED REPORTS

The [ ] bidder, [ ] proposed sub-contractor, hereby certifies that he/she [ ] has, [ ] has not, participated
in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by
Executive Orders 10925, 11114, or 11246, and that he/she [ ] has, [ ] has not, filed with the Joint
Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal
Government contracting or administering agency, or the former President's Committee on Equal
Employment Opportunity, all reports due under the applicable filing requirements.

Date: 2018  Project Number: 820818 17  Contract Award: $ 2,300,000

Awarding Agency: City of Tucson

Contractor Name: [Company Name]
Total Number of Employees: [Number]

Affiliate Company: N/A

By: [Signature]
Title: President

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor
(41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed sub-contractors only in connection with contracts
and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from
the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under
are exempt)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to
the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(0)(1) prevents the award of
contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period
specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S.
Department of Labor.

SF 100 (EEO-1) must be filed by:
(A) All private employers who are:
   (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
   (2) Subcontractor to Title VII who has fewer than 100 employees, if the company is owned or affiliated with
       another company, or there is centralized ownership, control or management so that the group legally
       constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers) who:
   (1) Are not exempt as provided for by 41 CFR 60-1.5.
   (2) Have 50 or more employees, and
      a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase
         order amounting to $50,000 or more;
      b. Serve as a depository of Government funds in any amount;
      c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.
FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION REQUIREMENTS

1. EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or referral, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government...
contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of Paragraphs 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

a. The Offeror’s or Bidder’s attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein:

b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor’s aggregated work force in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Goals for Minority Participation for Each Trade</th>
<th>Goals for Female Participation in Each Trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>28.3%</td>
<td>6.9%</td>
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</tbody>
</table>

These goals are applicable to all the contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the
goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor and the employer identification number of the subcontractor, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3 STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

(1) Covered area means the geographical area described in the solicitation from which this contract resulted;

(2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) Employer Identification Number (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941:

(4) Minority includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central
or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs.
office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.

g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor’s employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization’s responses.

(3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for
referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3q (2) above.

(6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3, Uniform Guidelines on Employee Selection Procedures.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotion or opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations.
through (16). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3q(1) though (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the
Director shall proceed in accordance with 41 CFR Part 60-1.8 (Show Cause Notice).

n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee: the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned; social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer); dates of changes in status; hours worked per week in the indicated trade, rate of pay; and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

4. SPECIFIC EEO REQUIREMENTS. For a federally assisted construction contract in excess of $10,000, the contractor/subcontractor shall:

a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Respect to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.

b. Submit a notification of subcontractors awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor, ESA, 200 Constitutiona Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of $10,000, listing the name, address, and telephone number of the
subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting date and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.

d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.

e. For contracts in excess of $10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraph 3, above, in the subcontract.

1. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor or subcontractor shall attach the Contractor’s List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.

5. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

7. THE AGE DISCRIMINATION ACT OF 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. REHABILITATION ACT OF 1973. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

9. Copeland “Anti-Kickback” Act (47 USC 276(c)) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions. Permissible deductions include taxes, deductions the worker authorizes in writing, and deductions required by court processes. The Act also requires contractors to submit payroll records weekly along with Statements of Compliance to the contracting agency. The Copeland Act applies to all contracts covered by Davis-Bacon.

10. Contract Work Hours and Safety Standards Act - CWHSSA (40 USC 327 - 333) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage for any time worked after 40 hours in one week. This provision applies to all construction contracts using State CDHG funds.
EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: ____________________________
   (Name of Labor Union, Western Representative, etc.)

   (If multiple projects)

Name of Business (Contractor): Greaty General Engineering, Inc.
Project Name: Sidewalk, Storm and Project Number: 82019-61
Handicap Accessibility: 61806 612015-19

The Undersigned currently holds a contract with ______________________, involving funds of the U.S. Government, or a subcontract with a prime contractor holding such 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, or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship, and
6. 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 in conspicuous places available to employees or applicants for employment.

[Signature]
Brent Gray
(Owner/Manager)

By [Signature]

[Date]
6-28-19

[Title]
President
Non-Collusion Affidavit

State of California Compliance Form § 106.
Any public works contract of a public entity shall sign the following declaration with submitted bid.

State of (California)
County of San Benito

The undersigned declares:

I am the President of Geoxy General Engineering, Inc. the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8-28-19 [date], at [City], [County], [State].

Project Name: Interval Ongoing
Project Number: B2019-61
C800 & C02073-19
Company: Geoxy General Engineering, Inc.
Address: Geoxy Archival Rd., San Benito, CA 95740

Signature: [Signature]
Title: President
Date: 8-28-19
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On 08/28/2019 before me, Jason R. Beamesderfer (Notary Public) (insert name and title of the officer) personally appeared Brenton Gentry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)
FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Gentry General Engineering, Inc.
Address: 9777 W. Pico Blvd., Pico, Los Angeles, CA 90035
State: CA Zip Code: 90035 Telephone Number: (404) 330-128

Acting on behalf of the above named firm as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Los Angeles Community Development Authority (LACDA):

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the above named firm shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above named firm shall require that the language of this certification be included in all award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, jobs, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:
Gentry General Engineering, Inc.

By: [Signature]

8-29-19
(Dated)
President
(Title)
COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding $100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.
SECTION 3 CLAUSE
(All Section 3 covered contracts shall include this Section 3 Clause)

Section 3 Clause:

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or representatives of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall, describe the Section 3 preference shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.

f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
SECTION 3 BID PREFERENCE may be given to a bidder who is a qualified Section 3 Business Concern, and provides a reasonable bid.

A Section 3 Business is a business where fifty-one percent (51%) of the business is owned by a resident of Los Angeles/Orange County that meets the income guidelines; or 30% or more of the permanent workforce are residents who live in Los Angeles/Orange County and meet the income guidelines.

A Section 3 RESPONSIVE BIDDER is a bidder that submits a Section 3 Business Certification form with their bid, documenting that they qualify as a Section 3 business concern because they are:

a) 51% of the business is owned by a resident of Los Angeles County/Orange County who meet the income guidelines; or
b) 30% or more of the permanent workforce is comprised of residents who live in Los Angeles/Orange County that meet income guidelines; or
c) 25% of all subcontracting dollars awarded to Section 3 qualified business concerns.

A Section 3 NON-RESPONSIVE BIDDER is a bidder that fails to provide a Section 3 Business Certification form and all signed Resident Certification/ supporting forms with a bid response.

A Section 3 REASONABLE BID is a bid that is not more than the value of "X" HIGHER than the LOWEST BID. The X-FACTOR, a standard formula used to determine the maximum dollar amount that can be add to the lowest bid when considering a bid preference for Section 3 qualified business concern. Calculate the maximum acceptable bid or highest dollar amount that can be considered in awarding the contract to a Section 3 qualified business concern by adding the lesser of the percentage (dollar amount of the lowest bid) or the dollar amount provided in the row for the bid range column (see chart below). The lowest bid can be increased by the calculated dollar amount resulting from this computation when you are applying the bid a preference.

<table>
<thead>
<tr>
<th>BID RANGE – if the Lowest Bid is</th>
<th>The X-FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>At Least</td>
<td>But Less Than</td>
</tr>
<tr>
<td>$100,000</td>
<td>N/A</td>
</tr>
<tr>
<td>$100,000</td>
<td>$200,000</td>
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<tr>
<td>$200,000</td>
<td>$300,000</td>
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<tr>
<td>$300,000</td>
<td>$400,000</td>
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<td>$400,000</td>
<td>$500,000</td>
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<td>$2,000,000</td>
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<tr>
<td>$2,000,000</td>
<td>$4,000,000</td>
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<tr>
<td>$4,000,000</td>
<td>$7,000,000</td>
</tr>
<tr>
<td>$7,000,000</td>
<td></td>
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</tbody>
</table>
NOTE: If the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the Zone of Consideration), or no bidders are responsive to Section 3 requirements, no preference should be given and the contract will be awarded to the lowest bid from any responsive and responsible bidder, in accordance with the LCA's policy and procedures, consistent with California Public Contracting Code.

When awarding a contract to the lowest and responsible the contractor must commit to documenting good-faith efforts to achieve Section 3 goals of:

- Hiring 30% of aggregate new hires who reside in Los Angeles/Orange County and are income qualified;
- Subcontract 25% of the total subcontracting dollars to Section 3 qualified business concerns.

This commitment is accomplished by submitting a signed Section 3 Commitment form and with a detailed Economic Opportunity Plan attached to the commitment prior to signing a contract. The contractor will be required to provide the LCA with an Economic Opportunity Report with their final Certified Payroll Report.
**SECTION 3
BUSINESS CERTIFICATION**

Contractor/Subcontractor Business Name: Gregory Green, Engineering Inc.

Business Address: 4241 Arrowhead Ave, La Quinta, CA 92253

Business Contact: Gregory Green

The above mentioned business concern certifies that they are a Section 3 qualified business based on the following:

- 5% of this business is owned by income-qualified resident(s):
  - Total number of owners:
  - Number of income-qualified owners:

- 50% or more, permanent, full-time employees are income-qualified residents:
  - Total number of full-time employees:
  - Number of income-qualified employees:

- 25% of all subcontracting dollars awarded to Section 3 qualified business concerns:
  - Total subcontracting dollars awarded:

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Type of Contract</th>
<th>Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Gregory Green
President
8-28-15

See Attached

**SECTION 4
BUSINESS CONCERN DETERMINATION**

Based on the documentation submitted for bid review, we have determined that the business concern [name of business] is not a qualified business concern and therefore does not qualify for a bid preference for the federally funded construction project identified below:

- Project Number
- Project Name
- Project Location

Local Contracting Agency
Serious Contractor
Date of Determination
Good Faith Effort - Section 3 Economic Opportunity Plan

If awarded the contract, Gentry General Engineering, Inc. has a good faith effort to reach out to our local unions and request a dispatch of a Cement Mason Apprentice and a Laborer Apprentice under the Section 3 guidelines.

Per the proposal indicating the “Section 3 Economic Opportunity Plan”, Gentry General Engineering, Inc. currently does not employ Section 3 employees. However, as outlined by the contract, Gentry General Engineering, Inc.; will commit to the hiring of both classifications as follows: Apprentice - Cement Mason & Apprentice - Laborer.

Should a Section 3 employee be available, Gentry General Engineering, Inc. will issue the “Section 3 Resident Certification Employee Residing in the county of project indicated within this proposal” document to be filled out by the employee and retained and issued for back-up upon request.

Should no Section 3 apprentice not be available, the outreach for this plan will remain in effect throughout the duration of the job.

Please see the Notice of Section 3 Commitment in lieu of this “Section 3 Economic Opportunity Plan” for our Good Faith Effort to employ Sections 3 employees.
2019 INCOME CERTIFICATION

Name: (ISO) IF awarded contract

Address: 

I hereby certify that I am (ISO) if awarded contract

☐ A Public Housing Resident (Specify the name of the Public Housing Agency)

☐ A Low-income Resident of the Metropolitan area of Los Angeles/Orange County, based on the following:

Check: Family size and the gross annual income from all sources below:

<table>
<thead>
<tr>
<th>FAMILY SIZE</th>
<th>INCOME LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$33,530 or less</td>
</tr>
<tr>
<td>2</td>
<td>$67,060 or less</td>
</tr>
<tr>
<td>3</td>
<td>$100,590 or less</td>
</tr>
<tr>
<td>4</td>
<td>$134,120 or less</td>
</tr>
<tr>
<td>5</td>
<td>$167,650 or less</td>
</tr>
<tr>
<td>6</td>
<td>$201,180 or less</td>
</tr>
<tr>
<td>7</td>
<td>$234,710 or less</td>
</tr>
<tr>
<td>8</td>
<td>$268,240 or less</td>
</tr>
</tbody>
</table>

Note: Public Housing is a Low-Income resident of the metropolitan area of Los Angeles/Orange County

Certified by Signature below in the capacity of person under the laws of the State of California that the foregoing is true and correct.

[Signature]

8/2019

---

THIS SECTION MUST BE COMPLETED BY THE AUTHORIZED BUSINESS OWNER/AGENT:

The above named person(s) is/are

☐ a resident
☐ a non-resident

☐ a non-profit organization
☐ a for-profit business

The person's business classification is:

[Signature]

[Date]

---

THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA):

Name of LCA

Project Name

Contractor:

Income Level: ☐ Low Income ☐ Moderate Income ☐ Very Low ☐ Low

☐ Not income-qualified for the following reasons:

[Signature]

[Date]

---

Population Category:

☐ Minority Service Area
☐ Federally Declarable Disaster Area

 cpt. 1 and 2 Total

[Signature]

[Date]
SECTION 3 ECONOMIC OPPORTUNITY PLAN

(TBD) IF executed contract

<table>
<thead>
<tr>
<th>Company Address</th>
<th>Contract Amount</th>
<th>Date Plan Submitted to COA</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Energy, Inc.</td>
<td>$1361,000</td>
<td></td>
</tr>
</tbody>
</table>

Employment & Training Opportunities - Minimum goal is 30% of the total new hires must be female-qualified applicants

<table>
<thead>
<tr>
<th>WORK CLASSIFICATION</th>
<th>TOTAL HIRE</th>
<th>PROPOSED ADVERTISING &amp; OUTREACH STRATEGIES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subcontracting Opportunities - Minimum goal is 25% of the total subcontracting dollars must be awarded to Women's Business Enterprises

<table>
<thead>
<tr>
<th>TYPE OF CONTRACT</th>
<th>BASIC TRADE</th>
<th>PROPOSED ADVERTISING &amp; OUTREACH STRATEGIES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONTRACTOR'S OUTREACH EFFORTS

(Insert supporting documentation for each goal listed/amplyfied)

☐ Entered into a fee-for-service hiring agreement with organizations representing income-qualified residents, such as HHD Source Center in San Gabriel Valley Conservation Corps (http://www.hhd.org).

☐ Hosted Cleaning and Culinary position fairs:
  - School district
  - Local community centers
  - Local government
  - Other appropriate venues

☐ Advertise positions to be filled through:
  - Community newspapers, websites, social media, etc.
  - Online job posting websites (e.g., http://www.monterey.com/talent)

☐ Contacted a federally-approved apprenticeship program sponsor to gain access to income-qualified residents actively seeking job placement and training. Visit the CA Dept. of Industrial Relations' database of apprenticeship programs by visiting http://www.dir.ca.gov/contractors/apprenticeship.htm.

☐ Contacted an agency administering a HHD Youth Build Program and requested their assistance to recruit income-qualified participants who are in need of permanent placement.

☐ Sponsor a HHD-certified “Shop-Up” employment and training program for income-qualified residents.

☐ Contacted the HHD website http://www.hhd.gov/locate.php to locate qualified business partners, wherever possible.

☐ Contacted local agency administering a Section 3 program to locate qualified business partners for our program.

List other anticipated outreach efforts below.

(TBD) IF Actual Contact
(TBD) IF awarded Contract

SECTION 3 ECONOMIC OPPORTUNITY REPORT

<table>
<thead>
<tr>
<th>Work Classification</th>
<th>Total</th>
<th>New</th>
<th>Efforts Made to Generate Economic Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firms</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>- Advertise through local media, television, radio, newspaper</td>
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<td></td>
<td></td>
<td></td>
<td>- Display prominently at the project site</td>
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<td></td>
<td></td>
<td></td>
<td>- Contract with community organizations</td>
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<td></td>
<td></td>
<td></td>
<td>- Other</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Contractors encountered meeting goals</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- No jobs available during this reporting period</td>
</tr>
</tbody>
</table>

Minimum goal is 20% of the total new total.

The "to date" percentage of the aggregate new hires who are Section 3 qualified residents that were hired for this project is: %

Subcontracting Accomplishments (shows completed business certifications and supporting business certificates)

<table>
<thead>
<tr>
<th>Non-Section Business Name</th>
<th>Type of Contract</th>
<th>Supporting Documentation</th>
<th>Performance</th>
<th>CONTRACT SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-Construction</td>
<td>Standard Certificate</td>
<td>Non-Responded</td>
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Total "to date" subcontracting dollars: $

Minimum goal is 20% of the total subcontracting dollars.

The "to date" percentage of the amount of the total subcontracts awarded to qualified Section 3 Business Concerns is: %

☐ Check this box if to date Final Report is issued with certified Final Report Attached

Date of Report

C-55
A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals. Section 3 New hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

SAMPLE OUTREACH EFFORTS FOR CONTRACTORS SEEKING SECTION 3 RESIDENT EMPLOYEES

- Enter into "first source" hiring agreements with organizations representing Section 3 residents, such as WorkSource or a local Workforce Investment Board. For more information, visit http://www.cawin.org/wia/index.cfm.

- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.

- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.

- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.

- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job placement and training. For more information on local apprenticeship programs, you can visit the California Department of Industrial Relations' database of local apprenticeship programs by visiting http://www.dir.ca.gov/dbsfa/activeapp/index.asp.

- Contact agencies administering HUD YouthBuild programs, and requesting their assistance to recruit current HUD YouthBuild program participants who are in need of permanent placement.

- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly used job placement websites such as www.monster.com.
NOTICE OF SECTION 3 COMMITMENT

TO.

(Name of Labor Union, Workers Representatives, etc.)

(Address)

Name of Business (Contractor)

Project Name: ___________________________________________ Project Number: ___________________________

The Undersigned currently holds a contract with involving Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residents of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residents.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

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<th>Minimum Number</th>
<th>Job Classification</th>
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Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is _____________. For additional information, you may contact ____________________________ at _________

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

___________________________________________

By: ____________________________ (Signature)

_________________________ ____________________________

(Date) (Title)
NOTICE OF SECTION 3 COMMITMENT

TO: To be determined upon award of contract

Name of Business (Contractor): Gentry General Engineering, Inc.

Project Name: Sidewalk Repair for Handicap Accessibility Project Number: 602073-19

The Undersigned currently holds a contract with City of Torrance involving Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the CDBG-assisted project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding employment opportunities for Section 3, the minimum number and job titles are:

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<th>Minimum Number</th>
<th>Job Classification</th>
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<td>Laborer Apprentice</td>
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<td>Cement Mason Apprentice</td>
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</table>

Regarding job referrals, request that consideration be given, to the greatest extent feasible, to assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is TBD. For additional information, you may contact Brenton Gentry, President at (909) 330-1128.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Brenton Gentry

By: Brent

August 28, 2019

C-57
EXHIBIT B

Form FHWA-1273
Exhibit B Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 45 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under...
this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who will" and "The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who will"

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status in employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (ii) The classification is utilized in the area by the construction industry; and

   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer.
Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be necessary to cause the suspension of any further obligation under the plan or program.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5; the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof) of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act.
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epfs.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification—Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
   a. To the extent that qualified persons regularly residing in the area are not available.
   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
EXHIBIT C

Federal Wage Rates
"General Decision Number: CA20190022 07/26/2019

Superseded General Decision Number: CA20180033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to
the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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Asbestos Workers/Insulator
(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)...

Fire Stop Technician
(Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)

$27.92 18.31
Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scraping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)...

$ 19.93 11.72

BOIL0092-003 03/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOILERMAKER ...................... $ 44.07 33.52</td>
<td></td>
</tr>
</tbody>
</table>

* BRCA0004-007 05/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRICKLAYER; MARBLE SETTER ........ $ 40.46 15.15</td>
<td></td>
</tr>
</tbody>
</table>

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 07/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARBLE FINISHER .................... $ 30.93 12.95</td>
<td></td>
</tr>
<tr>
<td>TILE FINISHER ...................... $ 25.98 11.23</td>
<td></td>
</tr>
<tr>
<td>TILE LAYER ....................... $ 37.76 16.37</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>TERRAZZO FINISHER</td>
<td>$29.75</td>
</tr>
<tr>
<td>TERRAZZO WORKER/SETTER</td>
<td>$36.75</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer</td>
<td>$41.84</td>
<td>19.17</td>
</tr>
<tr>
<td>(2) Millwright</td>
<td>$42.91</td>
<td>19.17</td>
</tr>
<tr>
<td>(3) Piledrivermen/Derrick Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)</td>
<td>$42.54</td>
<td>19.17</td>
</tr>
<tr>
<td>(4) Pneumatic Nailer, Power Stapler</td>
<td>$40.09</td>
<td>19.17</td>
</tr>
<tr>
<td>(5) Sawfiler</td>
<td>$39.83</td>
<td>19.17</td>
</tr>
<tr>
<td>(6) Scaffold Builder</td>
<td>$31.60</td>
<td>19.17</td>
</tr>
<tr>
<td>(7) Table Power Saw Operator</td>
<td>$40.93</td>
<td>19.17</td>
</tr>
</tbody>
</table>

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diver</td>
<td></td>
</tr>
<tr>
<td>(1) Wet</td>
<td>$712.48</td>
</tr>
<tr>
<td>(2) Standby</td>
<td>$356.24</td>
</tr>
<tr>
<td>(3) Tender</td>
<td>$348.24</td>
</tr>
<tr>
<td>(4) Assistant Tender</td>
<td>$324.24</td>
</tr>
</tbody>
</table>

Amounts in "Rates' column are per day

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drywall</td>
<td></td>
</tr>
<tr>
<td>DRYWALL INSTALLER/LATHER</td>
<td>$37.35</td>
</tr>
<tr>
<td>STOCKER/SCRAPER</td>
<td>$10.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modular Furniture Installer</td>
<td>$17.00</td>
</tr>
</tbody>
</table>

* ELEC0011-004 01/28/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN (INSIDE ELECTRICAL WORK)</td>
<td></td>
</tr>
<tr>
<td>Journeymam Electrician</td>
<td>$45.20</td>
</tr>
</tbody>
</table>
Journeyman Electrician......$ 43.35  3%+27.87

ELECTRICIAN (INTELLIGENT
TRANSPORTATION SYSTEMS Street
Lighting, Traffic Signals,
CCTV, and Underground Systems)

  Journeyman Transportation
  Electrician.................$ 45.25  3%+27.97
  Technician..................$ 33.94  3%+27.97

FOOT NOTE:

  CABLE SPICER & INSTRUMENT PERSON: Receive 5% additional per
  hour above Journeyman Electrician basic hourly rate.
  TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

  Installation of street lights and traffic signals, including
  electrical circuitry, programmable controllers,
  pedestal-mounted electrical meter enclosures and laying of
  pre-assembled multi-conductor cable in ducts, layout of
  electrical systems and communication installation,
  including proper position of trench depths and radius at
  duct banks, location for man
  holes, pull boxes, street lights and traffic signals.
  Installation of underground ducts for electrical, telephone,
  cable television and communication systems.
  Pulling, termination and
  splicing of traffic signal and street lighting conductors and
  electrical systems including interconnect, detector loop,
  fiber optic cable and video/cable.

TECHNICIAN:

  Distribution of material at job site, manual excavation and
  backfill, installation of system conduits and raceways for
  electrical, telephone, cable television and communication
  systems. Pulling, terminating and splicing of traffic signal
and street lighting conductors and electrical systems
including interconnect, detector loop, fiber optic cable
and video/data.

* ELEC0011-005 12/31/2018

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent
Transportation Systems or CCTV highway systems)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installer.................$ 36.07</td>
<td>3%+14.43</td>
</tr>
<tr>
<td>Technician..................$ 33.30</td>
<td>3%+27.82</td>
</tr>
</tbody>
</table>

SCOPE OF WORK The work covered shall include the
installation, testing, service and maintenance, of the
following systems that utilize the transmission and/or
transference of voice, sound, vision and digital for
commercial, education, security and entertainment purposes
for TV monitoring and surveillance, background foreground
music, intercom and telephone interconnect, inventory
control systems, microwave transmission, multi-media,
multiplex, nurse call system, radio page, school intercom
and sound, burglar alarms and low voltage master clock
systems.

A. Communication systems that transmit or receive information
and/or control systems that are intrinsic to the above
listed systems SCADA (Supervisory control/data acquisition
PCM (Pulse code modulation) Inventory control systems
Digital data systems Broadband & baseband and carriers
Point of sale systems VSAT data systems Data communication
systems RF and remote control systems Fiber optic data
systems
B. Sound and Voice Transmission/Transference Systems
   Background-Foreground Music Intercom and Telephone
   Interconnect Systems Sound and Musical Entertainment
   Systems Nurse Call Systems Radio Page Systems School
   Intercom and Sound Systems Burglar Alarm Systems
   Low-Voltage Master Clock Systems Multi-Media/Multiplex
   Systems Telephone Systems RF Systems and Antennas and Wave
   Guide

C. *Fire Alarm Systems-installation, wire pulling and
testing.

D. Television and Video Systems Television Monitoring and
   Surveillance Systems Video Security Systems Video
   Entertainment Systems Video Educational Systems CATV and
   CCTV

   Sensor Systems
   Sonar/Infrared Monitoring Equipment, Access Control Systems,
   Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in
   raceways performed at the current electrician wage rate and
   fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC1245-001 01/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>LINE CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>(1) Lineman; Cable splicer..$ 56.79</td>
<td>17.41</td>
</tr>
<tr>
<td>(2) Equipment specialist</td>
<td></td>
</tr>
</tbody>
</table>
(operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment) ........ $ 45.36 16.24
(3) Groundman .................... $ 34.68 15.86
(4) Powderman .................... $ 49.55 3%+17.65


ELEVATOR MECHANIC................ $ 55.58 34.125

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

OPERATOR: Power Equipment (All Other Work) GROUP 1.................... $ 45.30 25.25
<table>
<thead>
<tr>
<th>GROUP</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$46.65</td>
</tr>
<tr>
<td>2</td>
<td>$46.80</td>
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<tr>
<td>3</td>
<td>$47.10</td>
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<tr>
<td>4</td>
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<td>5</td>
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<tr>
<td>6</td>
<td>$47.70</td>
</tr>
<tr>
<td>7</td>
<td>$47.90</td>
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<tr>
<td>8</td>
<td>$48.10</td>
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<td>9</td>
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<td>23</td>
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<tr>
<td>24</td>
<td>$51.30</td>
</tr>
<tr>
<td>25</td>
<td>$51.50</td>
</tr>
</tbody>
</table>

OPERATOR: Power Equipment
(Cranes, Piledriving & Hoisting)
GROUP 12....................$ 51.65 25.25
GROUP 13....................$ 52.65 25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.......................$ 47.15 25.25
GROUP 2.......................$ 47.93 25.25
GROUP 3.......................$ 48.22 25.25
GROUP 4.......................$ 48.39 25.25
GROUP 5.......................$ 48.58 25.25
GROUP 6.......................$ 48.69 25.25
GROUP 7.......................$ 48.81 25.25

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);
Concrete mixer operator-skip type; Conveyor operator;
Fireman; Forklift operator (includes loed, lull or similar
types over 5 tons; Hydrostatic pump operator; oiler crusher
(asphalt or concrete plant); Petromat laydown machine; PJU
side dum jack; Screening and conveyor machine operator (or
similar types); Skiploader (wheel type up to 3/4 yd.
without attachment); Tar pot fireman; Temporary heating
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar
type (Skid steer); Equipment greaser (rack); Ford Ferguson
(with dragtype attachments); Helicopter radioman (ground);
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman
(asphalt or concrete); Chip spreading machine operator;
Concrete cleaning decontamination machine operator;
Concrete Pump Operator (small portable); Drilling machine
operator, small auger types (Texoma super economatic or
similar types - Hughes 100 or 200 or similar types -
drilling depth of 30' maximum); Equipment greaser (grease
truck); Guard rail post driver operator; Highline cableway
signalman; Hydra-hammer-aero stomper; Micro Tunneling
(above ground tunnel); Power concrete curing machine
operator; Power concrete saw operator; Power-driven jumbo
form setter operator; Power sweeper operator; Rock Wheel
Saw/Trencher; Roller operator (compacting); Screed operator
(asphalt or concrete); Trenching machine operator (up to 6
ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator;
Group 9: Heavy Duty Repairman

Group 10: Drilling machine operator, Bucket or auger types
(Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar
types—drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type—except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman — Welder Combination, Welder — Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types — Watson, auger 6000 or similar types — Hughes Super Duty, auger 200 or similar types — drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading — two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)
GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50
cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired
GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)
GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons M.R.C.); Derrick barge operator (over 25 tons up to and including 50 tons M.R.C.); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons M.R.C.); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons M.R.C.); Derrick barge operator (over 50 tons up to and including 100 tons M.R.C.); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons M.R.C.); Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons M.R.C.); Derrick barge operator (over 100 tons up to and including 200 tons M.R.C.); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons M.R.C.); Mobile tower crane operator (over 100 tons up to and including 200 tons M.R.C.)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons M.R.C.); Derrick barge operator (over 200 tons up to and including 300 tons M.R.C.); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons M.R.C.); Mobile tower crane operator (over 200 tons, up to and including 300 tons M.R.C.)
GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumppcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator
ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SMB. Continue E along south boundary of T11N, SMB to SW corner of T11N, R7W, SMB. Continue S to SW corner of T9N, R7W, SMB. Continue E along south boundary of T9N, SMB to SW corner of T9N, R1E, SMB. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SMB. Continue E along south boundary of T1S, SMB (Riverside County Line) to SW corner of T1S, R10E, SMB. Continue S along west boundary of R10E, SMB to Imperial County line at the SW corner of T8S, R10E, SMB. Continue W along Imperial and Riverside county line to NW
corner of T9S, R9E, SBM. Continue S along the boundary between
Imperial and San Diego Counties, along the west edge of R9E,
SBM to the south boundary of Imperial County/California state
line. Follow the California state line west to Arizona state
line, then north to Nevada state line, then continuing NW back
to start at the point which is the NW corner of Section 1,
T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO,
KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5
miles north of the community of Cholame, on the Monterey County
and San Luis Obispo County boundary at the NW corner of T25S,
R16E, Mt. Diablo Meridian. Continue south along the west side
of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW
corner of T30S, R17E, MDM. Continue S to SW corner of T31S,
R17E, MDM. Continue E to SW corner of T31S, R18E, MDM.
Continue S along West side of R18E, MDM as it crosses into San
Bernardino Meridian numbering area and becomes R30W. Follow
the west side of R30W, SBM to the SW corner of T9N, R30W, SBM.
Continue E along the south edge of T9N, SBM to the Santa
Barbara County and Ventura County boundary at that point which
is the SW corner of Section 34, T9N, R24W, SBM, continue S along
the Ventura County line to that point which is the SW corner of
the SE quarter of Section 32, T7N, R24W, SBM. Continue E
along the south edge of T7N, SBM to the SE corner to T7N, R21W,
SBM. Continue N along East side of R21W, SBM to Ventura County
and Kern County boundary at the NE corner of T8N, R21W.
Continue W along the Ventura County and Kern County boundary to
the SE corner of T9N, R21W. Continue North along the East edge
of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue
West along the north edge of T12N, SBM to the SE corner of
T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM
and T32S MDM]. Continue North along the East side of R21E, MDM
to the Kings County and Kern County border at the NE corner of
T25S, R21E, MDM, continue West along the Kings County and Kern
County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE
### ENGI0012-004 08/01/2015

<table>
<thead>
<tr>
<th>OPERATOR: Power Equipment (DREDGING)</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Leverman..........................</td>
<td>$49.50</td>
<td>23.60</td>
</tr>
<tr>
<td>(2) Dredge dozer......................</td>
<td>$43.53</td>
<td>23.60</td>
</tr>
<tr>
<td>(3) Deckmate.........................</td>
<td>$43.42</td>
<td>23.60</td>
</tr>
<tr>
<td>(4) Winch operator (stern winch on dredge)</td>
<td>$42.87</td>
<td>23.60</td>
</tr>
<tr>
<td>(5) Fireman-Oiler, Deckhand, Bargeman, Levee hand</td>
<td>$42.33</td>
<td>23.60</td>
</tr>
<tr>
<td>(6) Barge Mate.......................</td>
<td>$42.94</td>
<td>23.60</td>
</tr>
</tbody>
</table>

### IRON0377-002 01/01/2019

<table>
<thead>
<tr>
<th>Ironworkers: Fence Erector............</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>OrBemental, Reinforcing and Structural</td>
<td>$32.58</td>
<td>23.41</td>
</tr>
</tbody>
</table>

PREMIUM PAY:

$6.00 additional per hour at the following locations:

- China Lake Naval Test Station
- Chocolate Mountains Naval Reserve-Niland
- Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island
$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00300-001 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Tender ..................... $ 32.26</td>
<td>18.40</td>
</tr>
</tbody>
</table>

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LAB00300-003 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER (TUNNEL)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1 ..................... $ 40.19</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 2 ..................... $ 40.51</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 3 ..................... $ 40.97</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 4 ..................... $ 41.66</td>
<td>19.07</td>
</tr>
<tr>
<td>LABORER</td>
<td></td>
</tr>
<tr>
<td>GROUP 1 ..................... $ 34.24</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 2 ..................... $ 34.79</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 3 ..................... $ 35.34</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 4 ..................... $ 36.89</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 5 ..................... $ 37.24</td>
<td>19.07</td>
</tr>
</tbody>
</table>

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete
screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete
pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the
tubular material is fabricated; No-joint pipe and stripping 
of same; Prefabricated manhole installer; Sandblaster 
(nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing 
and blasting of all powder and explosives of whatever type, 
regardless of method used for such loading and placing; 
Driller: All power drills, excluding jackhammer, whether 
core, diamond, wagon, track, multiple unit, and any and all 
other types of mechanical drills without regard to the form 
of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump 
person; Dump person (outside); Swamper (brake person and 
switch person on tunnel work); Tunnel materials handling 
person; Nipper; Pot tender, using mastic or other materials 
(for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading 
agitator cars;; Vibrator person, jack hammer, pneumatic 
tools (except driller); Bull gang mucker, track person; 
Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet 
person; Cherry picker person; Grout gun person; Grout mixer 
person; Grout pump person; Jackleg miner; Jumbo person; 
Kemper and other pneumatic concrete placer operator; Miner, 
tunnel (hand or machine); Nozzle person; Operating of 
troweling and/or grouting machines; Powder person (primer 
house); Primer person; Sandblaster; Shotcrete person; Steel 
form raiser and setter; Timber person, retimber person, 
wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work
LAB00300-005 01/01/2018

Rates Fringes

Asbestos Removal Laborer........$ 33.19 17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2018

Rates Fringes

LABORER (GUNITE)

GROUP 1........................$ 42.18 18.27
GROUP 2........................$ 41.23 18.27
GROUP 3........................$ 37.69 18.27

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated.
for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

Rates Fringes

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LAB01184-001 07/01/2018

Laborers: (HORIZONTAL DIRECTIONAL DRILLING)

(1) Drilling Crew Laborer...$ 35.70 14.03
(2) Vehicle Operator/Hauler.$ 35.87 14.03
(3) Horizontal Directional Drill Operator..............$ 37.72 14.03
(4) Electronic Tracking Locator.....................$ 39.72 14.03

Laborers: (STRIPING/SLURRY SEAL)

GROUP 1.....................$ 35.86 16.21
GROUP 2.....................$ 37.16 16.21
GROUP 3.....................$ 39.17 16.21
GROUP 4.....................$ 40.91 16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment
repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/08/2018

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLASTER CLEAN-UP LABORER</td>
<td>$ 33.82</td>
<td>19.40</td>
</tr>
<tr>
<td>PLASTER TENDER</td>
<td>$ 36.37</td>
<td>19.40</td>
</tr>
</tbody>
</table>
Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2018

<table>
<thead>
<tr>
<th>Painters: (Including Lead Abatement)</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Repaint (excludes San Diego County)</td>
<td>$27.59</td>
<td>14.92</td>
</tr>
<tr>
<td>(2) All Other Work</td>
<td>$31.12</td>
<td>15.04</td>
</tr>
</tbody>
</table>

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 10/01/2018

<table>
<thead>
<tr>
<th>DRYWALL FINISHER/TAPER</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395</td>
<td>$36.05</td>
<td>19.22</td>
</tr>
<tr>
<td>Remainder of Los Angeles County</td>
<td>$40.18</td>
<td>19.22</td>
</tr>
</tbody>
</table>

PAIN0036-015 06/01/2018
GLAZIER.......................... $42.20 25.50

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up. Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

SOFT FLOOR LAYER................. $35.35 14.56

PLASTERER......................... $36.86 18.00

CEMENT MASON/CONCRETE FINISHER... $37.00 25.53

PLUMBER/PIPEFITTER
Plumber and Pipefitter
All other work except work on new additions and remodeling of bars,
restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work........................................ $ 50.13  22.16
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.................. $ 48.58  21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work............................... $ 37.10  19.51

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PLUM0078-001 09/01/2018

Rates Fringes

PLUMBER
Landscape/Irrigation Fitter.$ 46.88  26.47
Sewer & Storm Drain Work....$ 46.88  26.47

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ROOF0036-002 08/01/2018

Rates Fringes

ROOFER........................................ $ 38.12  16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per
hour ""pitch premium"" pay.

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SFCA0669-013 04/01/2018

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER ................ $ 38.85</td>
<td>21.87</td>
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</tbody>
</table>

---

SFCA0709-005 01/01/2018

THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (Fire) ............ $ 42.26</td>
<td>25.92</td>
</tr>
</tbody>
</table>

---

SHEE0105-002 01/01/2019

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td></td>
</tr>
</tbody>
</table>

(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000
sq ft..................$ 26.57  10.42
(2) Modernization:
Excluding New Construction
- Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment..................$ 44.28  28.46

SHEE0105-003 01/01/2019

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work..................$ 44.28  28.46

(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding architectural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...$ 44.28  28.46

SHEE0105-004 08/01/2018

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North
of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td>$33.88</td>
<td>27.49</td>
</tr>
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TEAM0011-002 07/01/2018

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$30.59</td>
<td>28.59</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$30.74</td>
<td>28.59</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$30.87</td>
<td>28.59</td>
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<tr>
<td>GROUP 4</td>
<td>$31.06</td>
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<tr>
<td>GROUP 5</td>
<td>$31.09</td>
<td>28.59</td>
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<tr>
<td>GROUP 6</td>
<td>$31.12</td>
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</tr>
<tr>
<td>GROUP 7</td>
<td>$31.37</td>
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</tr>
<tr>
<td>GROUP 8</td>
<td>$31.62</td>
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<tr>
<td>GROUP 9</td>
<td>$31.82</td>
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<tr>
<td>GROUP 10</td>
<td>$32.12</td>
<td>28.59</td>
</tr>
<tr>
<td>GROUP 11</td>
<td>$32.62</td>
<td>28.59</td>
</tr>
<tr>
<td>GROUP 12</td>
<td>$33.05</td>
<td>28.59</td>
</tr>
</tbody>
</table>

WORK ON ALL MILITARY BASES:

PREMIUM PAY: $3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS
GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment
GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

   Administrative Review Board
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
CITY OF TORRANCE

SIDEWALK REPAIR FOR HANDICAP ACCESSIBILITY, (I-135)

Residential area between Lomita Boulevard and Sepulveda Boulevard
West of Hawthorne Boulevard and East of Anza Avenue

NOT TO SCALE